



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Conduct a Public Hearing to consider:

- a) Certification of the Lodi Annexation Environmental Impact Report (EIR) as adequate CEQA analysis for the Southwest Gateway Project.
- b) The Southwest Gateway Project, which includes Annexation, Pre-zoning, Development Agreement, and an Amendment to the Bicycle Transportation Master Plan to incorporate 305 acres into the City of Lodi to allow construction of 1,230 dwelling units, 5 neighborhood / community parks, and a public elementary school, on the west side of Lower Sacramento Road, south of Kettleman Lane, north of Harney Lane (including 565 and 603 East Harney Lane).
This Includes a City initiated request for the "Other Annexation Areas" (48 acres) for Annexation, General Plan Amendment and Prezoning to avoid creation of a County island.

MEETING DATE: November 15, 2006

PREPARED BY: Lynette Dias and Charity Wagner, LSA Associates, Inc.

RECOMMENDED ACTION: Take action in accordance with the following recommendations:

EIR

The Planning Commission **recommends** that the City Council **certify the Lodi Annexations EIR (EIR-05-01)**, as adequate CEQA analysis for the SW Gateway project, adopt the Findings and Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program with specific modifications to Mitigation Measures (LU-1, LU-2 and TRANS-1).

Project Entitlements

Following the City Council's action to certify the EIR, Staff recommends that the City Council take the following actions related to the SW Gateway Project:

SOUTHWEST GATEWAY

- 1) **Approve** the request of Tom Doucette, FCB, to adopt a resolution of intent to **annex 305 acres** (AX-04-01: 257 project acres and 48 contiguous acres, outside of the project area) and the request of two property owners on Harney Lane to annex 2 acres of land into the corporate limits of the City of Lodi.

APPROVED: _____
Blair King, City Manager

- 2) **Approve** the City initiated request for a **General Plan Amendment** for the “Other Annexation Areas” to be redesignated from PR (Planned Residential) to MDR (Medium Density Residential).
- 3) **Approve** the request of Tom Doucette, FCB, for a **Prezone** (04-Z-01) to a Planned Development (PD) Zone for the entire SW Gateway site, the request of two property owners on Harney Lane for a Prezone to PD, and a Prezone of Residential Medium Density (R-MD) for the “Other Annexation Areas.”
- 4) **Approve** the request of Tom Doucette, FCB, for a **Development Agreement** (05-GM-001), setting the mutual entitlement obligations entered into between the City and the project applicant for the SW Gateway project.
- 5) **Approve** the request of Tom Doucette, FCB, for an **Amendment to the Bicycle Transportation Master Plan**.

SUMMARY

The following provides a brief overview of the SW Gateway Project.

Area	Acres	Housing Units							Parks/ Basins & Trails (Acres)	Schools (Acres)
		Low Density		Medium Density		High Density		Total Units		
		Units	Overall Density	Units	Overall Density	Units	Overall Density			
SW Gateways	257	770	4.3	160	9.4	300	21.4	1,230	31	14.5
Other Areas to be Annexed	48	—	—	—	—	—	—	335	—	—

The SW Gateway project would annex 257 acres of land from San Joaquin County into the City of Lodi, which could accommodate development of up to 1,230 residential units, 31 acres of parks and trails, an elementary school and related infrastructure. To implement the proposed project, the applicant has submitted applications for annexation, Prezone and growth management unit allocation. The growth management units will be allocated through the Development Agreement.

An additional 48 acres identified as “Other Areas to be Annexed,” which consists of property that is adjacent to the SW Gateway project, currently in San Joaquin County and within the City’s Sphere of Influence is also proposed to be annexed into the City. The City has initiated annexation of these properties to avoid creation of a County island. There are also two property owners who have filed Annexation and Prezone applications for their properties on Harney Lane. These properties are contiguous to the SW Gateway project area and are located at 565 and 603 East Harney Lane. Currently there are no development plans identified for the “Other Areas to be Annexed” and the Harney Lane properties.

BACKGROUND

CITY COUNCIL ACTION: The City Council was scheduled to consider the Lodi Annexations EIR and both FCB projects (SW Gateway and Westside) at their meeting on November 1, 2006. At the meeting, it was determined that there may be a potential conflict of interest related to the location of the Westside project and property owned by Councilman Hansen and Mayor Hitchcock. After discussion between the council, staff, the applicant and the public regarding the option to proceed with the hearing on only the SW Gateway project and continue the Westside project, both projects were continued to November 15, 2006 to allow City staff to determine the appropriate course of action for the Council’s consideration of the Lodi Annexation EIR, SW Gateway and Westside projects.

Project Site Characteristics

The SW Gateway project site is approximately 257 acres and is comprised of 11 parcels. The project site is entirely within the City's Sphere of Influence and the City's General Plan designates the project area as "PR" Planned Residential. The General Plan anticipated development of the PR designated properties by 2007. The dominant use of the site is agriculture including, field crops, vineyards, and a cherry orchard. There are also several structures on the site including a cluster of multi-family housing, a single-family home, and a farm complex (used in association with the orchard) all of which are located off of Lower Sacramento Road.

The "Other Annexation Areas" consist of 48 acres and are comprised of 12 parcels. There are also two properties on Harney Lane that are requesting annexation and Prezone as part of this request. This area is entirely within the City's Sphere of Influence and the City's General Plan designates the project area as "PR" Planned Residential. These parcels are developed with agricultural and residential uses.

Project Description

The SW Gateway project is a master planned residential community that, if approved, could accommodate development of up to 1,230 new residential units, 31 acres of parks, trails and open space, a K-8 elementary school (14.5 acres), and related infrastructure. The proposed SW Gateway land use plan is intended to guide future development of the project area. Detailed plans for development within the project area (including proposed setbacks, height, and architectural design of the homes) would be subject to review by the Planning Commission via a development plan and tentative subdivision maps.

The SW Gateway land use plan designates the project site for development as follows:

- 177.5 acres of low density, single-family, dwelling units (up to 7 units per acre);
- 17 acres of medium-density dwelling units (7.1 to 20 units per acre);
- 14 acres of high-density dwelling units (20.1 to 30 units per acre);
- 14.5 acres of elementary school;
- 31 acres of parkland and open space (9 acres of upland park, 17 acres of park/basin, 3.74 acres of trails and 1.37 of general open space area); and
- 3 acres for a mini storage site.

The other annexation areas, consisting of 48 acres, could be developed with medium density land uses in the future.

CEQA/ENVIRONMENTAL ANALYSIS

Staff prepared one EIR to evaluate two projects proposed by FCB Homes; the SW Gateway Project and the Westside Project. On September 16, 2005, a Notice of Preparation (NOP) was circulated notifying responsible agencies and interested parties that an EIR would be prepared and indicating the environmental topics that were anticipated to be addressed in the EIR. A public scoping session, which was noticed to all property owners located within 500 feet of the projects, was held by the Planning Commission on October 12, 2005. Comments received by the City and at the public scoping meeting were taken into consideration during preparation of the EIR.

The Draft EIR was prepared and made available for public review on April 17, 2006. It was distributed to State and local agencies, posted at the County, and made available at the City Planning Offices and Public Library and posted on the City's website. The Draft EIR was distributed to the Planning Commissioners (and City Council members) in April 2006. The Notice of Completion (NOC) was published on April 17, 2006.

The 45-day public comment period began on April 17, 2006 and closed on May 26, 2006. Written responses to each comment received were prepared, and the comments and responses were packaged into a Response to Comments document.

The Draft EIR and the Response to Comment document constitute the Final EIR, and the City Council must consider the analysis and conclusions in these documents prior to taking action on the SW Gateway application for Annexation, General Plan Amendment (for Other Annexation Areas only), Prezone, Development Agreement, Bicycle Master Plan Amendment. The Final EIR was distributed to the City Council on October 5, 2006.

The Planning Commission considered certification of the Final EIR at meetings on October 11th and October 25th. The Commission's review of the document and their recommendations are described below.

Scope of the EIR

Based on concerns identified in the NOP and comments received during the public scoping meeting, the following topics were identified for evaluation within the EIR:

- Land Use, Agriculture and Planning Policy
- Traffic and Circulation
- Air Quality
- Noise
- Cultural and Paleontological Resources
- Geology, Soils and Seismicity
- Hydrology and Water Quality
- Biological Resources
- Hazards and Hazardous Materials
- Utilities
- Public Services
- Visual Resources
- Energy

Impacts identified in the Lodi Annexation EIR

Under CEQA, a significant impact on the environment is defined as: a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise and objects of historic or aesthetic significance.

Impacts Mitigated to Less-than-Significant Levels. The Lodi Annexation EIR identified certain potentially significant effects on land use, air quality, noise, cultural and paleontological resources, geology soils and seismicity, hydrology and water quality, biological resources, hazards and hazardous materials, and visual resources that could result from the project. However, the City finds that adoption of the mitigation measures identified in the Draft EIR and incorporated in the Mitigation Monitoring Plan (Attachment 4) would reduce these significant or potentially significant effects to less-than-significant levels.

SW Gateway Land Use Plan



Significant Unavoidable Impacts. The Draft EIR and Response to Comments document identify several impacts on land use, transportation circulation and parking, air quality, noise and visual resources that cannot be mitigated to a less-than-significant level even though the City finds that all feasible mitigation measures have been identified and adopted as part of the project. CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. If the specific economic, legal, social, technological or other benefits of the project outweigh the unavoidable adverse environmental effects, those effects may be considered acceptable. The City has prepared a Statement of Overriding Considerations (see Attachment 4) that concludes that notwithstanding the disclosure of the significant unavoidable impacts, there are specific overriding economic, legal, social, and other reasons for approving this project.

Cumulative Impacts. The Lodi Annexation EIR analyzed development that is likely to occur under the buildout of the General Plan in addition to specific development projects throughout the City to determine cumulative impacts of the proposed project. The EIR found that the project would exacerbate nonattainment of air quality standards within the San Joaquin Valley traffic circulation impact.

EIR Project Alternatives

The EIR considered four alternatives to the proposed project: the No Project/No Build Alternative, the Agricultural Residential Alternative, the Reduced Density Alternative, and the Increased High Density Alternative. As required by CEQA, the EIR identified an environmentally superior alternative. The No Project/No Build alternative was identified as the environmentally superior alternative in the strict sense that the environmental impacts associated with its implementation would be the least of all the scenarios examined (including the proposed project). In cases like this where the No Project/No Build alternative is the environmentally superior alternative, CEQA requires that the second most environmentally superior alternative be identified. The Agricultural Residential alternative would be considered the second most environmentally superior alternative. Under this alternative, there would be a reduction in potential land use impacts as the majority of the site would remain in agricultural production. However, this alternative would not meet the project objectives of providing increased residential opportunities for the City of Lodi, as well as providing parks and public facilities.

Response to Comments Document

The Response to Comment (RTC) Document provides responses to comments on the Draft EIR and makes revisions to the Draft EIR, as necessary, in response to these comments or to amplify and clarify material in the Draft EIR. The following nine comment letters were submitted to the City of Lodi during the public review period:

- | | | |
|---|--|----------------|
| 1 | Department of California Highway Patrol
S.M. Coutts, Captain | May 4, 2006 |
| 2 | Department of Conservation,
Division of Land Resource Protection
Dennis J. O'Bryant, Acting Assistant Director | May 26, 2006 |
| 3 | Department of Transportation,
Tom Dumas, Chief of Office of Intermodal Planning | May 25, 2006 |
| 4 | Pacific Gas and Electric Company
Clifford J. Gleicher | May 26, 2006 |
| 5 | Public Utilities Commission
Kevin Boles, Utilities Engineer | April 26, 2006 |
| 6 | San Joaquin County Public Works
Andrea Vallejo, Assistant Transportation Planner | May 24, 2006 |
| 7 | Governor's Office of Planning and Research
State Clearinghouse and Planning Unit
Terry Roberts, Director | May 26, 2006 |

- 8 San Joaquin Valley Air Pollution Control District
Debbie Johnson, Air Quality Specialist
9 Wilson, Robert G.

May 4, 2006

May 23, 2006

Additionally, Staff received five EIR comment letters the week of October 9, 2006. The additional letters included a supplemental letter from Pacific Gas and Electric Company, Adams Broadwell Joseph and Cardoza on behalf of Citizens for Open Government, Sierra Club, Campaign for Common Ground, and the Clements Residents. CEQA does not require written responses to these letters as they were not submitted during the public comment period; however staff provided responses to these letters for the Commission's consideration at their meeting on October 25, 2006 (see Attachment).

Mitigation Monitoring and Reporting Program

The Mitigation Monitoring and Reporting Program (MMRP) is included as Chapter IV of the Response to Comments document (Attachment B of the Draft Resolution to Certify the EIR). The MMRP is in compliance with Section 15097 of the CEQA Guidelines, which requires that the Lead Agency "adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." The MMRP lists mitigation measures recommended in the EIR and identifies mitigation monitoring requirements. The MMRP identifies the party responsible for carrying out the required actions, the approximate timeframe for the oversight agency and the party ultimately responsible for ensuring that the mitigation measure is implemented. Adoption of the Mitigation Monitoring Plan effectively makes the mitigations part of the project.

Findings and Statement of Overriding Considerations

The Lodi Annexation EIR stipulates that following the adoption and implementation of the mitigation measures recommended in the EIR, the proposed project would have significant unavoidable impacts on the environment.

Section 15090 of the CEQA Guidelines, requires the Lead Agency, prior to approving a project, to certify that:

- The Final EIR has been completed in compliance with CEQA;
- The Final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the Final EIR prior to approving the project; and
- The Final EIR reflects the lead agency's independent judgment and analysis.

In addition Section 15091 states that no public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

- Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
- Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

Section 15093 also requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable" if the jurisdiction states in writing the specific reasons to support its action based on the Final EIR and/or other information in the record.

Detailed findings to support certification of the Final EIR and adoption of a statement of overriding considerations are included herein as Attachment A of the Draft Resolution to certify the EIR.

Planning Commission Review/Recommendation. The Planning Commission considered certification of the Final EIR at meetings on October 11, 2006 and October 25, 2006. Several concerns and questions regarding the EIR were raised by the Commission and the public at the October 11 Commission meeting including:

- The recommended mitigation for buffering the adjacent agricultural land is inadequate (Mitigation Measure LU-1). The Commission suggested that a buffer of 100 feet minimum be required.
- The Impact and Mitigation Measure LU-2 related to the conversion of agricultural land should include the 39 acres of Prime farmland within the Other Annexation Areas, require a time period longer than 15 years, and include an option to adopt what is required under the San Joaquin County program once it is finalized.
- Concern that the Traffic Mitigation Measures TRANS-1 and TRANS-2, which require the preparation of a Traffic Improvement and Financing Plan that has to be approved by the City Council prior to the approval of a Tentative Map, is not adequate and inappropriately defers mitigation.
- Discussion as to whether the recommended Air Quality Mitigation Measures are adequate and whether some of the measures included in the Adam's Broadwell letter should be included.
- Concern regarding the water supply, source and timing.
- Concern regarding the ability to treat wastewater from the project.
- Growth inducing impacts related to Century Boulevard.

On October 25, 2006, staff presented responses to the Commission's concerns raised at the October 11, 2006 meeting. The Commission and the public posed several questions to staff related to agricultural mitigation, transportation impacts and review of subsequent approvals. Following the discussion, the Planning Commission passed (5:2) a motion recommending certification of the EIR with the modifications to some of the impacts and mitigation measures as detailed below.

Mitigation Measure LU-1: To reduce agricultural/residential land use incompatibilities, the following shall be required:

- a. The applicant shall inform and notify prospective buyers in writing, prior to purchase, about existing and on-going agricultural activities in the immediate area in the form of a disclosure statement. The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, et cetera. The language and format of such notification shall be reviewed and approved by the City Community Development Department prior to recordation of final map(s). Each disclosure statement shall be acknowledged with the signature of each prospective

owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to-Farm Ordinance.

- b. The conditions of approval for the tentative map(s) shall include requirements ensuring the approval of a suitable design and the installation of a landscaped open space buffer area, fences, and/or walls around the perimeter of the project site affected by the potential conflicts in land use to minimize conflicts between project residents, non-residential uses, and adjacent agricultural uses prior to occupancy of adjacent houses.
- c. Prior to recordation of the final map(s) for homes adjacent to existing agricultural operations, the applicant shall submit a detailed landscaping, wall and fencing plan for review and approval by the Community Development Department.
- d. Additionally, the applicant shall revise the plan prior to Tentative Map approval, to include an open space/landscape buffer with a minimum width of 100 feet. (LTS)

Impact LU-2: The proposed Westside and SW Gateway projects would result in the conversion of approximately 392 acres of Prime Farmland to non-agricultural uses, and the Other Areas to be Annexed would result in conversion of 39 acres of Prime Farmland when and if developed. (The proposed changes impact the EIR which analyzed both projects. The subject of the Public Hearing and Council considerations is only the Southwest Gateway project.)

Both the Westside and SW Gateway project sites are primarily used in agricultural production, and are currently designated as Prime Farmland. Development of the proposed project would result in the conversion of Prime Farmland to non-agricultural uses. Additionally, when and if plans are proposed and approved for development within the Other Areas to be Annexed, the development may result in the conversion of prime farmland. There are no feasible mitigation measures that would reduce this impact to a less-than-significant level. This impact would be considered significant and unavoidable even with implementation of the following mitigation measure, which would minimize the impact but not to a less-than-significant level:

Mitigation Measure LU-2: Prior to issuance of a building permit after the first quarter of the combined building permits for the Westside and SW Gateway projects have been approved, or the approval of a parcel or Tentative Map that would result in the conversion of prime farmland within the Other Areas to be Annexed, the applicant shall provide and undertake a phasing and financing plan (to be approved by the City Council) for one of the following mitigation measures:

- (1) Identify acreage at a minimum ratio of 1:1 in kind (approximately a total of 392 acres of prime farmland for the Westside and SW Gateway projects and 39 acres for the Other Areas to be Annexed)(currently not protected or within an easement) to protect in perpetuity for a period of time to be determined (but not less than 15 years) as an agricultural use in a location as determined appropriate by the City of Lodi in consultation with the Central Valley Land Trust, and pay a one time fee of \$5000.00 to compensate City for monitoring cost/contingencies connected with management of the easements, or pay the monitoring costs as required by the Central Valley Land Trust; or
- ~~(2) Pay a fee equal to the value of 392 acres as determined by an independent qualified consultant retained by the City in consultation with the Central Valley Land Trust. The City will determine to whom the fee shall be paid; or~~
- (3) With the City Council's approval, comply with the requirements of the County Agricultural Mitigation program, which is currently being developed, if it is adopted by the County prior to this mitigation measure being implemented. (SU)

Mitigation Measure TRANS-1: Each of the following mitigation measures shall be implemented to reduce the project's impact on the identified 16 intersections:

1a: Mitigation Measure AIR-2 identifies measures recommended by the SJVAPCD's *"Guide for Assessing and Mitigating Air Quality Impacts"* to reduce vehicle trips and associated air quality impacts. Implementation of the same measures would also reduce associated traffic impacts. The following are considered to be feasible and effective in further reducing vehicle trip generation and resulting emissions from the project and shall be implemented to the extent feasible and desired by the City:

- Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage.
- Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking.
- Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs.
- Provide park and ride lots.

The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. Such a reduction would help minimize the project's impact.

1b: The implementation of each of the improvements listed in Table IV.B-6 would reduce the impacts to the identified 16 intersections to a less-than-significant level. To mitigate these impacts, the project applicant shall prepare a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2), who will be responsible for implementing the improvement, how the improvement will be funded including a reimbursement program where appropriate; and the schedule or trigger for initiating and completing construction prior to the intersection operation degrading to an unacceptable level. The Plan may include an annual monitoring program of the intersections as a method for determining the schedule for implementing each improvement. The Plan shall take into account whether an improvement is already programmed and/or funded in a City or County program (i.e., Lodi Development Impact Mitigation Fee Program, San Joaquin County Regional Transportation Impact Fee, Measure K (existing or renewal program), and San Joaquin Council of Governments Regional Transportation Improvement Program). If an improvement is included in one or more of these programs, the Plan needs to consider whether the programs schedule for the improvement will meet the needs of the project and if not identify alternatives. The Plan shall be submitted to City staff for review and City Council approval prior to submittal of a **Development Plan** ~~Tentative Subdivision Map~~ application.

Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's impact on existing conditions to a less-than-significant level. However, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange). As a result, the project's impact at some intersections may be significant and unavoidable if the City chooses not to implement the recommended mitigation measure. (Potentially SU)

Staff is supportive of the Commission's recommendations on certification of the EIR, with the exception of the amendment to Mitigation Measure LU-1 (item d) that requires the SW Gateway land use plan to be revised to include a 100-foot minimum open space landscape buffer. Staff appreciates the concerns raised by the Commission and the public with respect to providing a buffer for agricultural uses. However, staff would caution the City Council's consideration of the recommended mitigation to provide a 100-foot buffer. Staff firmly believes that such a buffer is not required to reduce agricultural/residential land use incompatibilities to a less-than-significant level. Several cities and counties in central and northern California (including Lodi) have similar agriculture and residential interfaces. Some cities require agricultural buffers (Brentwood and Gilroy) and some cities have requirements that require agricultural uses to co-exist with residential uses by not allowing buffers (Livermore). If it is the desire of the City Council to have an open space buffer provided by the applicant when preparing detailed development plans, the City Council could input this requirement as a condition of approval into the PD Rezoning. As a condition of approval, the City could have the flexibility of considering the appropriateness of the buffer at the time the detailed development plans are submitted. As a Mitigation Measure, the applicant would be required to provide the buffer to mitigate the impact to a less-than-significant level unless a statement of overriding consideration is adopted.

As discussed in detail above, the Planning Commission recommended that the City Council certify the EIR with specific modifications. **Staff concurs with the Planning Commission recommendation to certify the EIR, but would note that careful consideration should be given to the Commission's recommendation to modify Mitigation Measure LU-1 (d) to include a requirement for 100-foot landscape buffer.**

SW GATEWAY PROJECT ENTITLEMENTS

1) Annexation

The SW Gateway project area is located west of the current Lodi City Limit, on the west side of Lower Sacramento Road, within San Joaquin County. As part of the proposed project, the applicant intends to annex the 257 acre project area into the City of Lodi. Annexation of lands into the City requires review and approval by the Local Agency Formation Commission (LAFCO). LAFCO will consider applications for annexation, upon a request of the City Council.

Lands must be within the City's Sphere of Influence (SOI) in order to be annexed. The SW Gateway project area is within the City of Lodi Sphere of Influence (adopted by LAFCO on August 24, 2004). The General Plan designates the project area as PR and the proposed development is consistent with the PR designation of the General Plan, which encourages a variety of housing densities (at an average density of less than 7 dwelling units per gross acre) and public uses within a cohesive development plan. The General Plan anticipated development of the areas designated PR within the lifetime of the current plan (by 2007).

Additionally, the annexation of the SW Gateway project necessitates annexation of 48 acres of "Other Areas to be Annexed" on the east side of Lower Sacramento Road, which would otherwise become a County island surrounded by City lands. There are also two property owners on Harney Lane requesting annexation as part of this application. These properties are also located within the SOI and are currently developed with multi- and single-family residences. No new development is currently proposed for these properties, but development of this area is anticipated in the future.

The areas to be annexed are within the SOI, consistent with the General Plan designations, would avoid the creation of a County island, would provide for contiguous urban growth, and would be a logical extension of public services; therefore, **staff recommends that the City Council request LAFCO approval for the annexation of the SW Gateway project area, the "Other Areas to be Annexed", and the two parcels in Harney Lane (565 and 603 East Harney Lane).**

2) General Plan Amendment. The SW Gateway project (and two parcels on Harney Lane) would remain in the PR designation and would be developed according to the PR (Planned Residential) density provisions. However, the “Other Annexation Areas” would be redesignated from PR to MDR (Medium Density Residential). The MDR designation is consistent with surrounding land use designations, and would permit the future development of single-family and multi-family uses; therefore, **staff recommends the City Council approve a General Plan Amendment from PR to MDR for the “Other Annexation Areas.”**

3) Prezoning. Properties must have a City zoning code designation prior to annexation. Upon annexation, the City of Lodi designation of Planned Development will supercede the County designations, and development will be subject to the development standards and regulations of the City. The SW Gateway project includes a request for a pre-zoning designation to change the zone from a County zone of AU-20, Agriculture Urban Reserve with a minimum lot size of 20 acres, to a City zone of Planned Development, with underlying uses as indicated on the SW Gateway land use development plan. The two parcels on Harney Lane would also be Prezoned PD. The “Other Areas to be Annexed” would have a pre-zone designation of R-MD (Residential Medium-Density).

In accordance with State law, zoning designations must be consistent with General Plan designations. The proposed PD Zone would be consistent with the existing General Plan designation of PR (Planned Residential) because the proposed density of 4.8 units per gross acre is within the PR density maximum of 7 dwelling units per gross acre. Additionally, the proposed zoning designation of R-MD for the “Other Areas to be Annexed” would be consistent with the proposed MDR General Plan designation.

The applicant has submitted a Land Use Plan depicting the proposed layout of land uses within the SW Gateway project area. Final development plans would be subject to review by the Planning Commission prior to approval of any tentative subdivision maps, thereby allowing the Planning Commission to review final design details (architecture, setbacks, building height, landscaping, fencing, etc.) for each phase of the development.

Residential uses would be the primary land use within the SW Gateway land use plan (occupying 200 of the 257 acre site). The densities of residential uses would be interspersed throughout the project, and the applicant intends to develop several different lots sizes and housing types throughout the project area. Again, final development plans will be subject to review by the Planning Commission; however, the applicant has provided sample elevations for each housing type (see Attachment 3 of the Planning Commission report) and the following housing descriptions to provide context to the intent of the land use plan.

Low Density. The applicant proposes development of 770 low density residential units within the SW Gateway plan area. Low density is defined in the General Plan as 0.1-7 dwelling units per gross acre. The standard lots for the units would range in size from 4,500 square feet to 7,350 square feet. Large lots up to 10,000 square feet would also be provided. Six different lot sizes are planned to address a broad range of housing types and needs in this category. Homes are expected to range from approximately 1,950 square feet to over 4,000 square feet. All homes would be single-family detached units with two or more garage spaces. A variety of architectural styles would be incorporated into the project. Each unit would be a single-family detached home and be either one or two stories.

Medium Density. The applicant proposes development of 160 medium density residential units within the SW Gateway plan area. Medium density is defined in the General Plan as 7.1-20 dwelling units per gross acre. The medium-density housing would be detached single family units designed with three residential lot types. The first lot type would be approximately 3,600 square feet. The residential units on this lot type would range from approximately 1,500 square feet to 2,100 square feet and include two-car garages. The second lot type is a cluster of four lots accessed by a common stub alley condition. This second lot type would average approximately 3,300 square feet and the residential units would range from 1,300 square feet to 1,900 square feet. Each unit would have a two-car garage. The third lot type is a cluster designed for alley

access to the garages. Each home on this type of lot would either front-on or side-on to the neighborhood street. In the instances where lot clusters side on to the street, the front of the homes face a common pedestrian access called a paseo. The lots in this neighborhood would be approximately 2,700 square feet excluding the landscaped paseos. The cluster products will have a two-car garage oriented to an alley.

High Density. The applicant proposes development of 300 high density residential units within the SW Gateway plan area. High density is defined in the General Plan as 20.1-30 dwelling units per gross acre. The high density units would include townhome units and apartment units. The townhomes would range from approximately 1,100 square feet to 1,800 square feet with two-car garages under each unit. The townhome units would be attached and grouped in segments of five to seven in each building. The townhomes are intended to be for-sale units. The apartments would be a blend of one-, two- and three-bedroom units. The apartment buildings would be two- and three-story buildings.

The applicant has also provided conceptual landscaping plans for the streets and pedestrian trails within the SW Gateway land use plan (see Attachment 4 of the Planning Commission staff report). Final street widths and landscaping plans will be subject to review and approval by the Public Works and Fire Departments to insure that: a) the streets are wide enough to serve as a utility corridor; b) the street width and design allow access by emergency vehicles; c) the landscaping does not interfere with underground utilities; d) adequate room is provided for any above-ground utilities; e) the streets are not too wide to inhibit a neighborhood feel and social interaction across the street; and f) the street width is not so wide as to promote speeding.

The Council should note that since the Commission meeting staff has added the following Condition of Approval to the Rezoning Ordinance:

As part of Mitigation Measure LU-2 of the Lodi Annexations EIR (EIR-05-01) the developer has the option to pay fees consistent with the pending San Joaquin County Agricultural Mitigation program or preserve agricultural land in perpetuity to mitigate significant impacts associated with conversion of the 392 acres of Prime Farmland within the Westside, SW Gateway and Other Areas to be Annexed. If the developer proceeds with the mitigation to preserve land within an agricultural easement, and the City of the Lodi becomes party to said easement, the developer shall pay the City a one-time administration fee of five thousand dollars. Said fee shall be paid prior to approval of the first tentative subdivision map.

The proposed PD zone would allow for the development of 1,230 new residential units, development of neighborhood/community parks, a school and related infrastructure as per the associated SW Gateway land use plan. The SW Gateway project would provide new housing within a unique and well designed neighborhood that would promote the General Plan goals of providing a mixture of housing types. **For these reasons, staff recommends approval of the proposed Pre-zoning to Planned Development with the implementation of the SW Gateway land use plan, and subsequent final development plans to be reviewed and approved by the Planning Commission.**

Additionally, staff recommends the City Council adoption of the R-MD pre-zoning for the “Other Areas to be Annexed” and PD Pre-zoning for the two parcels on Harney Lane.

4) Development Agreement. A Development Agreement (DA) is a private party agreement between an applicant and the City that, if approved by the City Council, becomes an ordinance of the City. City Staff has negotiated a draft Development Agreement with the project applicant, pursuant to which FCB has agreed to provide certain benefits to the City in exchange for a vested right to proceed with the development consistent with the development approvals. The term of the Development Agreement is 15 years. The vested right the developer obtains is the ability to proceed with the development as approved and to avoid the imposition of new regulations on the subsequent discretionary approvals (i.e., vesting tentative maps) for the development. A discussion of its benefits to the City and the how the agreement would allocate growth management units is outlined below.

A summary of the obligations and benefits included in the draft Development Agreement is provided below.

Development Agreement Project Obligations for FCB Southwest Gateway Project

Obligation	Benefit
Payment of \$8,000,000 in installment payments for design and construction of DeBenedetti Park	Creation of community asset - \$8,000,000 contribution
Maintenance of specified public improvements, including park, median strip and other landscaping maintenance and repair costs on dedicated lands for a period of two years	Developer to provide the maintenance or pay for the maintenance costs for two years after acceptance by City
Pay \$100,000 to the City for use to acquire equipment for the Lodi Parks and Recreation Department (lawn mower)	\$100,000
Community Facilities District formed to provide funding for payment of police, fire, library, recreation, flood control services and specified public facilities	\$600 per single family attached or detached residential unit per year and \$175 per multi-family rental unit per year
All development approved as part of the project will be subject to uniformly applied increases in existing impact fee and to specified new fees as described herein	Development impact fees
Payment of a development fee for a proportionate share of the cost of the Highway 99 overpass at Harney Lane	Cost of interchange funded, in part, by payment from developer – amount based on proportionate share of demand for interchange
Payment of Agricultural Land Mitigation fee pursuant to the Ordinance and/or Resolution to be adopted by the City	Fees available for preservation of prime agricultural land based on Ordinance adopted by City
Payment of Electric Capital Improvement Mitigation fee pursuant to the Ordinance and/or Resolution to be adopted by the City	Fees available for electric capital facilities based on Ordinance adopted by City
Payment of development fee for proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired from Woodbridge Irrigation District pursuant to the Ordinance and/or Resolution to be adopted by the City	Cost of improvements funded, in part, by payment from developer – amount based on proportionate share of need created by the proposed development
Payment of Utility Exit Fees	Developer pays full amount if required
Installation of Water Well on Southwest site	Payment of costs
Provide up to a maximum of \$50,000 to partially fund the City of Lodi Recycled Water Master Plan Study	\$50,000

Obligation	Benefit
<p>Developer shall design, engineer and construct the following improvements or pay the City the appropriate fee for the improvements:</p> <ol style="list-style-type: none"> 1. Proportionate share of the surface water transmission main and storage tank 2. All water, sewer, storm drain, recycled water pipes and related infrastructure in all streets within the project area 3. Dedicate land necessary to design and install improvements including curb, gutter, sidewalk and landscaping on the west side of Lower Sacramento Road between Lodi Shopping Center and Harney Lane 4. Dedicate land adjacent to the project's frontage which is necessary for the expansion of Harney Lane and improve Harney Lane or pay into assessment district for improvements 5. Dedicate land, design and install a transition roadway land adjacent to the property along Highway 12/Kettleman Lane 6. Pay fair share for traffic mitigation measures in EIR that are not projects within the Streets and Roads Fee Program 7. Dedicate land and construct parks and pedestrian/bikeways 	<p>Provide necessary infrastructure for the project and dedicate land and improve parks and pedestrian/bikeways</p>

In exchange for these enhancements and for satisfying all of the conditions of approval and mitigation measures associated with the development project, the developer is obtaining a vested right to build up to 1,230 residential units. Additionally, the Development Agreement allows flexibility in complying with the density percentages of the General Plan, defers detailed review of project architecture and design until development plans are submitted, and provides specific details on phasing and implementation.

The applicant has submitted an application for 300 high density, 160 medium density and 770 low density growth management allocation units for the SW Gateway project. To date, there are 3,415 total allocations available: 1,772 high density, 278 medium density and 1,715 low density allocations (this includes the reserve allocations - units not previously granted). The table below shows a history of growth management allocation units including reserve allocations and units recently granted to the Reynolds Ranch project.

Growth Management Allocation History

Density	Available Allocations		
	Scheduled from 1989-2005	Granted from 1989-2005	Total Available
Low (0.1-7)	4,608	2,893	1,715
Medium (7.1-20)	709	431	278
High (20.1-30)	1,772	0 ^a	1,772
TOTAL for 2005	7,089	3,324	3,765

^a There have been high density allocations granted over the past 15 years; however they have expired or were withdrawn prior to issuance of building permits.

Approval of the Development Agreement would grant FCB a total of 300 low density and 300 high density growth management ordinance allocations from the reserve account. It would also grant the developer a vested right to receive between 58 and 134 residential growth allocations per year from reserve or new allocations for the next eight years (see table below). The growth allocations granted through the Development Agreement are within the existing reserve of growth allocations and the projected future growth allocations issued on an annual basis. Notwithstanding the issuances of these growth allocations, there will still be sufficient growth allocations available for other developments within Lodi.

Allocations Assumptions through 2014 and Total Remaining Allocations

Type	Available Allocations	Allocations Assumptions by year Based on 2% Growth Rate and 2.774 persons per household								
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Low Density	1,715	295	300	306	313	319	325	332	338	345
Medium Density	278	45	46	47	48	49	50	51	52	53
High Density	1,772	113	116	118	120	122	125	127	130	133
Total Allocated Per Year	3,765	453	462	471	481	490	500	510	520	531
	Allocation per project in accordance with Development Agreements									
Reynolds Ranch	--	150L ^b	73L	73L	73L	73L	73L	73L	73L	73L
	--	200H ^b								
SW Gateway	--	300L ^b	59L	59L	59L	59L	59L	59L	58L	58L
	--	300H ^b	75M	29M	28M	28M				
Westside	--	215L ^b	70M	40L	40L	40L	40L	40L	40L	40L
	--			180H						
Total Granted per DA	--	1,165 ^b	277	381	200	200	172	172	171	171
Remaining Annual Allocations ^b	--	453 ^b	185	90	281	290	328	338	349	363
Remaining Pre-2006 Allocations ^c	3,765	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600
Total Remaining Allocations ^d		3,068	2,785	2,690	2,881	2,890	2,928	2,938	2,949	2,963

^a H=High Density, M=Medium Density and L=Low Density

^b Allocations granted for the year 2006 (the effective date of the development agreements) were all from the unused reserve allocations from previous years. Essentially none of the scheduled allocations for 2006 have been granted.

^c The remaining allocations pre-2006 represents the amount of unused allocations up to 2005, minus the unused allocations that would be generated in the DAs (3,765-1,165=2,600).

^d Total remaining allocations represent the amount of unused allocations (2,600) plus annual allocations that would not be allocated by the DA.

Sources: Reynolds Ranch Development Agreement, and Draft Development Agreements for SW Gateway and Westside Projects.

If approved, the SW Gateway Development Agreement would grant FCB 300 low density and 300 high density units from the reserved allocations, and for eight years following the first year of allocations, the SW Gateway project would be guaranteed a specific number of allocations from the annual allocation distribution. Because the development stages allocations over a nine year period (2006 to 2014), thereby allowing ample allocations for other projects, and because the Development Agreements secures concessions from the applicant that would be of great benefit to the City, **staff recommends that the City Council adopt the SW Gateway Development Agreement.**

5) Bike Plan Amendment. The Bicycle Transportation Master Plan includes Class I bike paths along the western edge of the SW Gateway project boundary and along Century Boulevard (between the western project boundary and Westgate Drive). The Master Plan also includes Class II bike paths on Kettleman Lane, Lower Sacramento Road and Century Boulevard (between Westgate Drive and Lower Sacramento Road). The SW Gateway project includes bike paths, specifically within the north/south trail, but this location does not conform to the location shown in the Master Plan. An amendment to the Bicycle Master Plan is required. Staff believes this amendment is consistent with the purposes of the Master Plan and would only be necessary to relocate the Class I bike path currently shown along the western edge, to the central location proposed within the north/south pedestrian trail in the SW Gateway land use plan. The applicant intends to provide the remaining bike paths as per the Master Plan. Prior to amending the Bicycle Transportation Master Plan, the Planning Commission shall make a recommendation to the City

Council regarding the requested amendment. **Staff recommends that the Planning Commission recommend approval of the request by Tom Doucette, FCB, to amend the Bicycle Transportation Master Plan.**

Planning Commission Review. The Planning Commission considered approval of the SW Gateway project at meetings on October 11 and October 25. Several concerns and questions were raised by the Commission and the public at the October 11 Commission meeting including:

- Desire to include a minimum 100-foot landscape buffer along the western edge of both the SW Gateway project.
- Concern related to the terminus of Century Boulevard.
- Concerns related to the process and level of review of subsequent project approvals.

Following, the Commission's action to recommend the certification of the EIR, motions to recommend approval of the SW Gateway was defeated on a 2:5 vote. The Commission did not consider any alternative motions, but indicated that the defeated motion represented their recommendation to deny the project.

Modifications discussed by the Commission included: requiring a minimum 100-foot wide buffer along the western edge, delaying the Development Agreement until after the Rezoning was in place, and Development Plans were submitted, requiring workshops with the Commission before finalizing development plans, requiring a green building measures plan and allowing design review to be conducted by the Commission instead of the Site Plan and Architectural Committee (SPARC).

COUNCIL OPTIONS

Following certification of the Lodi Annexations EIR as adequate CEQA analysis for the SW Gateway Project the Council may:

- Grant project approval
- Deny project approval

FISCAL IMPACT

The developer will be required, via implementation of the SW Gateway Development Agreement, to participate in a Community Facilities District (CFD) for each project. Participation in this CFD is anticipated to offset public services costs associated with the development. No negative fiscal impact is anticipated as a result of the proposed projects.

FUNDING: None

Randy Hatch
Community Development Director

MM/RH/kc

Attachments: EIR Resolution
Resolution – Annexation
Resolution – General Plan Amendment
Ordinance – Pre-Zoning
Ordinance – Development Agreement
Resolution – Tricycle Transportation Master Plan

Resolution

Certifying Final EIR - Southwest

RESOLUTION NO. 2006-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
CERTIFYING THE FINAL LODI ANNEXATION EIR (EIR-05-01),
ADOPTING FINDINGS AND STATEMENT OF OVERRIDING
CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING
AND REPORTING PROGRAM FOR THE SOUTHWEST GATEWAY
ANNEXATION PROJECT.

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public meeting, as required by law, to consider the Final EIR (EIR-05-01); and

WHEREAS, the subject properties included in the evaluation are described as follows:

APN	OWNER	ADDRESS
SW Gateway Project		
058-030-09	252 E. St. Route 12 Highway	Carolyn Reichmuth
058-030-03	14509 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-04	14499 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-05	14433 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-06	14195 North Lower Sacramento Road	Howard Investments, LLC
058-040-01	14101 North Lower Sacramento Road	Schumacher Trust
058-040-02	13837 North Lower Sacramento Road	Schumacher Trust
058-040-04	13537 North Lower Sacramento Road	Schumacher Trust
058-040-05	13589 North Lower Sacramento Road	Schumacher Trust
058-040-14	No site address	Joey Tamura Trust
Other Areas to be Annexed		
058-230-04	13786 North Lower Sacramento Road	Tsugio Kubota
058-140-13	14320 North Lower Sacramento Road	M. Bill Peterson
058-140-12	14500 North Lower Sacramento Road	M. Bill Peterson
058-140-14	14620 North Lower Sacramento Road	Ruth Susan Peterson
058-140-04	14752 North Lower Sacramento Road	Dean and Sharon Frame Trust
058-140-11	777 East Olive Avenue	Zane Grever Trust
058-140-06	800 East Olive Avenue	Vernet and Charlene Herrmann Trust
058-140-07	844 East Olive Avenue	Santiago and Ramona Del Rio
058-140-08	890 East Olive Avenue	Frank Hall
058-140-05	865 East Olive Avenue	Santiago and Ramona Del Rio
058-140-09	908 East Olive Avenue	Santiago and Ramona Del Rio
058-140-10	930 East Olive Avenue	Leticia F. Amigable Etal

WHEREAS, on September 16, 2005, a Notice of Preparation was circulated notifying responsible agencies and interested parties that an EIR would be prepared, indicating the environmental topics that were anticipated to be addressed; and

WHEREAS, a Draft Environmental Impact Report (File No. EIR-05-01) was prepared in compliance with the California Environmental Quality Act of 1970, as amended, and the Guidelines provided there under; and

WHEREAS, a Notice of Completion for the Draft EIR was published in the Lodi News Sentinel and was posted at City Hall on April 17, 2006; and

WHEREAS, the Notice of Completion and copies of the Draft Environmental Impact Report were sent to Responsible Agencies and the State Office of Planning & Research (State Clearinghouse) on April 17, 2006; and

WHEREAS, a copy of the Draft Environmental Impact Report was kept on file for public review within the Community Development Department at 221 West Pine Street, Lodi, CA and the public library and posted on the City's website for a 45-day comment period commencing on April 17, 2006 and ending on May 26, 2006; and

WHEREAS, the City of Lodi Planning Commission received comments and testimony on the Draft EIR from the following individuals on May 10, 2006 at 7:00 pm at the Carnegie Forum, 305 West Pine Street, Lodi, CA: and

- Rick Gerlack
- Chairman Randy Heinitz
- Commissioner Doug Kuehne
- Commissioner Gina Moran
- Commissioner Bill Cummins

WHEREAS, the City received nine (9) comment letters in response to the Notice of Completion from the following agencies/persons: and

- | | |
|---|----------------|
| • Department of California Highway Patrol | May 4, 2006 |
| • Department of Conservation | May 26, 2006 |
| • Department of Transportation | May 25, 2006 |
| • Pacific Gas and Electric Company | May 26, 2006 |
| • Public Utilities Commission | April 26, 2006 |
| • San Joaquin County Public Works | May 24, 2006 |
| • Governor's Office of Planning and Research | May 26, 2006 |
| • San Joaquin Valley Air Pollution Control District | May 4, 2006 |

WHEREAS, a Response to Comments Document was prepared in accordance with CEQA which responds to comments received on the Draft EIR included herein as Attachment A; and

WHEREAS, individual responses to the comments received on the Draft EIR were mailed to each commenting agency 10 days prior to the Planning Commission recommendation for City Council certification of the Final EIR; and

WHEREAS, a Mitigation Monitoring and Reporting Program prepared in accordance with CEQA which lists mitigation measures recommended in the EIR; identifies mitigation monitoring requirements; identifies the party responsible for carrying out the required actions, the approximate timeframe for the oversight agency; and identifies the party ultimately responsible for ensuring that the mitigation measure is implemented is included herein as Attachment B; and

WHEREAS, the City of Lodi Planning Commission held public hearings on the recommendation to the City Council on the adequacy of the EIR on October 11, 2006 and October 25, 2006 and made the following recommendations to the City Council:

1. Mitigation Measure LU-1: To reduce agricultural/residential land use incompatibilities, the following shall be required:
 - a. The applicant shall inform and notify prospective buyers in writing, prior to purchase, about existing and on-going agricultural activities in the immediate area in the form of a disclosure statement. The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, et cetera. The language and format of such notification shall be reviewed and approved by the City Community Development Department prior to recordation of final map(s). Each disclosure statement shall be acknowledged with the signature of each prospective owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to-Farm Ordinance.
 - b. The conditions of approval for the tentative map(s) shall include requirements ensuring the approval of a suitable design and the installation of a landscaped open space buffer area, fences, and/or walls around the perimeter of the project site affected by the potential conflicts in land use to minimize conflicts between project residents, non-residential uses, and adjacent agricultural uses prior to occupancy of adjacent houses.
 - c. Prior to recordation of the final map(s) for homes adjacent to existing agricultural operations, the applicant shall submit a detailed landscaping, wall and fencing plan for review and approval by the Community Development Department.
 - d. Additionally, the applicant shall revise the plan prior to Tentative Map approval, to include an open space/landscape buffer with a minimum width of 100 feet. (LTS)
2. Impact LU-2: The proposed SW Gateway project would result in the conversion of approximately 241 acres of Prime Farmland to non-agricultural uses, and the Other Areas to be Annexed would result in conversion of 39 acres of Prime Farmland when and if developed.

The SW Gateway project site is primarily used in agricultural production, and is currently designated as Prime Farmland. Development of the proposed project would result in the conversion of Prime Farmland to non-agricultural uses. Additionally, when and if plans are proposed and approved for development within the Other Areas to be Annexed, the development may result in the conversion of prime farmland. There are no feasible mitigation measures that would reduce this impact to a less-than-significant level. This impact would be considered significant and unavoidable even with implementation of the following mitigation measure, which would minimize the impact but not to a less-than-significant level:

Mitigation Measure LU-2: Prior to issuance of a building permit after the first quarter of the building permits for the SW Gateway project have been approved, or the approval of a parcel or tentative map that would result in the conversion of prime farmland within the Other Areas to be Annexed, the applicant shall provide and undertake a phasing and financing plan (to be approved by the City Council) for one of the following mitigation measures:

- (1) Identify acreage at a minimum ratio of 1:1 in kind (approximately a total of 241 acres of prime farmland for the SW Gateway project and 39 acres for the Other Areas to be Annexed)(currently not protected or within an easement) to protect in perpetuity for a period of time to be determined (but not less than 15 years) as an agricultural use in a location as determined appropriate by the City of Lodi in consultation with the Central Valley Land Trust; or
- ~~(2) Pay a fee equal to the value of 392 acres as determined by an independent qualified consultant retained by the City in consultation with the Central Valley Land Trust. The City will determine to whom the fee shall be paid; or~~
- (3) With the City Council's approval, comply with the requirements of the County Agricultural Mitigation program, which is currently being developed, if it is adopted by the County prior to this mitigation measure being implemented. (SU)

3. Mitigation Measure TRANS-1: Each of the following mitigation measures shall be implemented to reduce the project's impact on the identified 15 intersections:

1a: Mitigation Measure AIR-2 identifies measures recommended by the SJVAPCD's "Guide for Assessing and Mitigating Air Quality Impacts to reduce vehicle trips and associated air quality impacts. Implementation of the same measures would also reduce associated traffic impacts. The following are considered to be feasible and effective in further reducing vehicle trip generation and resulting emissions from the project and shall be implemented to the extent feasible and desired by the City:

- Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage.
- Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking.
- Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs.

- Provide park and ride lots.

The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. Such a reduction would help minimize the project's impact.

1b: The implementation of each of the improvements listed in Table IV.B-6 would reduce the impacts to the identified 15 intersections to a less-than-significant level. To mitigate these impacts, the project applicant shall prepare a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2), who will be responsible for implementing the improvement, how the improvement will be funded including a reimbursement program where appropriate; and the schedule or trigger for initiating and completing construction prior to the intersection operation degrading to an unacceptable level. The Plan may include an annual monitoring program of the intersections as a method for determining the schedule for implementing each improvement. The Plan shall take into account whether an improvement is already programmed and/or funded in a City or County program (i.e., Lodi Development Impact Mitigation Fee Program, San Joaquin County Regional Transportation Impact Fee, Measure K (existing or renewal program), and San Joaquin Council of Governments Regional Transportation Improvement Program). If an improvement is included in one or more of these programs, the Plan needs to consider whether the programs schedule for the improvement will meet the needs of the project and if not identify alternatives. The Plan shall be submitted to City staff for review and City Council approval prior to submittal of a Development Plan Tentative Subdivision Map application.

Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's impact on existing conditions to a less-than-significant level. However, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange). As a result, the project's impact at some intersections may be significant and unavoidable if the City chooses not to implement the recommended mitigation measure. (Potentially SU); and

WHEREAS, adoption of the Mitigation Monitoring and Reporting Program, included herein as Attachment B, effectively makes the mitigations part of the Southwest Gateway project.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED that the City Council has reviewed and considered the information contained in the Final Lodi Annexation EIR and finds that with regards to the Southwest Gateway Project:

1. The Final EIR has been completed in compliance with CEQA.
2. The Final EIR was presented to the City Council, the decision-making body of the lead agency, and that the City Council reviewed and considered the information contained in the final EIR prior to recommending adoption to the City Council.
3. The Final EIR represents the independent judgment of the City.

NOW, THEREFORE, BE IT FURTHER FOUND, DETERMINED AND RESOLVED that, based upon the evidence within the Draft and Final Lodi Annexation EIRs, staff report, public comments, and the project file, the City Council of the City of Lodi makes the CEQA Findings as described in Attachment A adopts a Statement of Overriding Considerations, included in Attachment A and hereby certifies Environmental Impact Report (EIR-05-01) all as they relate to the Southwest Gateway Project.

NOW, THEREFORE, BE IT FURTHER FOUND, DETERMINED AND RESOLVED that the City Council of the City of Lodi the hereby adopts the Mitigation Monitoring and Reporting Program included in Attachment B as it relates to the Southwest Gateway Project.

Dated: November 15, 2006

I hereby certify that Resolution No. _____ was passed and adopted by the City Council of the City of Lodi at a regular meeting held on November 15, 2006, by the following vote:

AYES: COUNCIL MEMBERS--

NOES: COUNCIL MEMBERS--

ABSENT: COUNCIL MEMBERS--

ABSTAIN: COUNCIL MEMBERS--

RANDI JOHL
City Clerk

ATTACHMENT A

ENVIRONMENTAL IMPACT REPORT FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATION

LODI ANNEXATION EIR FOR SOUTHWEST GATEWAY PROJECT

CEQA FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS Pursuant to Sections 15091 and 15093 of the State CEQA Guidelines and Section 21081 of the Public Resources Code

The Final Environmental Impact Report (Final EIR) prepared by the City of Lodi (City) for the Southwest (SW) Gateway Project, and Additional Areas to be Annexed (project) consists of the Draft EIR (Lodi Annexation Environmental Impact Report, April 2006) and Responses to Comments Document (Lodi Annexation Environmental Impact Report Response to Comments Document, July 2006). The Final EIR identifies significant environmental impacts that will result from implementation of the project. However, the City finds that the inclusion of certain mitigation measures as part of project approval will reduce the majority of potentially significant impacts to less-than-significant levels. The impacts which are not reduced to less-than-significant levels are identified and overridden due to specific considerations that are described below.

As required by CEQA, the City, in adopting these CEQA Findings and Statement of Overriding Considerations, also adopts a Mitigation Monitoring and Reporting Program for the project. The City finds that the Mitigation Monitoring and Reporting Program, which is incorporated by reference and made a part of these findings included as Attachment A, meets the requirements of Public Resources Code Section 21081.6 by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project. In accordance with CEQA and the *CEQA Guidelines*, the City adopts these findings as part of the certification of the Final EIR for the projects. Pursuant to Public Resources Code Section 21082.1(c)(3), the City also finds that the Final EIR reflects the City's independent judgment as the lead agency for the project.

TABLE OF CONTENTS

SECTION 1: INTRODUCTION.....	1
SECTION 2: THE LODI ANNEXATION AREAS	2
SECTION 3: EFFECTS DETERMINED TO BE MITIGATED TO LESS-THAN- SIGNIFICANT LEVELS.....	4
SECTION 4: SIGNIFICANT EFFECTS THAT MAY NOT BE MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL	20
SECTION 5: EFFECTS DETERMINED TO BE LESS THAN SIGNIFICANT OR NOT SIGNIFICANT	26
SECTION 6: SIGNIFICANT CUMULATIVE EFFECTS.....	26
SECTION 7: FEASIBILITY OF PROJECT ALTERNATIVES.....	30
SECTION 8: STATEMENT OF OVERRIDING CONSIDERATIONS.....	32

Attachment A: Mitigation Monitoring and Reporting Program

SECTION 1: INTRODUCTION

1.1 Statutory Requirements for Findings

Section 15091 of the *CEQA Guidelines* states that:

(a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

- (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.*
- (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.*
- (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.*

In short, CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to avoid or mitigate significant environmental impacts that will otherwise occur with implementation of the project. Project mitigation or alternatives are not required, however, where they are infeasible or where the responsibility for modifying the project lies with another agency.¹

For those significant effects that cannot be mitigated to a less-than-significant level, the public agency is required to find that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment.² The *CEQA Guidelines* state in section 15093 that:

“If the specific economic, legal, social, technological, or other benefits of a propos[ed] project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered ‘acceptable.’”

1.2 Record of Proceedings

For purposes of CEQA and the findings set forth herein, the record of proceedings for the City’s decision on the project consists of: a) matters of common knowledge to the City, including, but not limited to, federal, State and local laws and regulations; and b) the following documents which are in the custody of the City:

¹ *CEQA Guidelines*, Section 15091 (a), (b).

² Public Resources Code Section 21081(b).

- Notice of Preparation and other public notices issued by the City in conjunction with the project (see Appendix A of the Draft EIR for the Notice of Preparation);
- The Public Review Draft EIR, dated April 2006;
- All written comments submitted by agencies and members of the public during the public comment period on the Draft EIR and responses to those comments (see *Lodi Annexation EIR Response to Comments Document*);
- The Mitigation Monitoring and Reporting Program (Attachment A);
- All findings, statements of overriding consideration, and resolutions adopted by the City in connection with the project, and all documents cited or referred therein;
- All final reports, studies, memoranda, maps, correspondence, and all planning documents prepared by the City or the consultants, or responsible or trustee agencies with respect to: a) the City's compliance with CEQA; b) development of the project site; or c) the City's action on the project; and
- All documents submitted to the City by agencies or members of the public in connection with development of the project.

1.3 Organization/Format of Findings

Section 2 of these findings contains a summary description of the project, sets forth the objectives of the project, and provides related background information. Section 3 identifies the potentially significant effects of the project that were determined to be mitigated to a less-than-significant level. All numbered references identifying specific mitigation measures refer to numbered mitigation measures found in the Draft EIR. Section 4 identifies the significant impacts that cannot be mitigated to a less-than-significant level even though all feasible mitigation measures have been identified and incorporated into the project. Section 5 identifies the project's potential environmental effects that were determined not to be significant, and do not require mitigation. Cumulative effects are discussed in Section 6. Section 7 discusses the feasibility of project alternatives and Section 8 includes the City's Statement of Overriding Considerations. These findings summarize the impacts and mitigation measures from the Draft EIR and Responses to Comments document. Full descriptions and analyses are contained in the original document.

SECTION 2: THE LODI ANNEXATION AREAS

The objectives for the SW Gateway project and the Other Areas to be Annexed, are listed below.

1. Southwest Gateway Project

- Develop a diversity of high quality housing types to meet housing needs within the City of Lodi.
- Provide affordable housing options within the City of Lodi.
- Provide park areas and recreational uses that help to meet park standards within the City of Lodi.
- Develop a school site that would serve future residents of the proposed project as well as other Lodi residents.

- Develop an “open space pedestrian/bicycle spine” within the project site that connects to recreational and pedestrian amenities further south of the project site.
- Provide adequate basin capacity for storm water detention.

2. Other Areas to be Annexed

- Ensure orderly development pursuant to LAFCO standards.
- Avoid creation of a County island.
- Facilitate future residential development of these parcels within the City’s jurisdiction.

2.2 Project Description

The proposed project includes two primary components. The FCB portion of the project includes the SW Gateway project. The Other Areas to be Annexed component is being initiated by the City to avoid creation of County islands. Consistent with Housing Element policies, the analysis in this EIR assumes that these Other Area properties would develop at a density of approximately seven units per gross acre, resulting in up to 335 additional residential units. The SW Gateway project would annex 257 acres of land from San Joaquin County into the City of Lodi, which could accommodate development of up to 1,230 residential units, 31 acres of parks and trails, an elementary school and related infrastructure. To implement the proposed project, the applicant has submitted applications for annexation, prezone and growth management unit allocation. The growth management units will be allocated through the Development Agreement.

2.3 Alternatives

Based on the project objectives and anticipated environmental consequences, and pursuant to Section 15126.6 of the *CEQA Guidelines*, the following project alternatives were selected for analysis:

- The **No Project/No Build alternative**, which assumes the Westside and SW Gateway projects would not be annexed by the City and would not be developed. The agricultural use of the project site would continue, and no development would occur on the project site.
- The **Agricultural Residential alternative**, which assumes that the agricultural character of the project site would continue, and would provide one unit per 20 acres, which would allow 20 units. A density bonus would be granted which would allow 1 additional unit per 10 acres, which would result in a total of 60 units on the Westside and SW Gateway sites. No schools would be developed under this alternative. The aquatic center and some park area would be incorporated into the project site.
- The **Reduced Density alternative**, which assumes that the adjacent Westside site would be developed as is proposed under the Westside project, and that the SW Gateway site would have an average of three units per gross acre. This would result in a total of 1,441 units. The SW Gateway site would not include a school site.
- The **Increased High Density Mix alternative**, which assumes that the high density development would have an average density of 25 dwelling units per acre, and the low density designation

would have a density of three dwelling units per acre. This would result in a total of 2,317 units. Under this alternative, there would be no medium density residential units.

A more detailed description of these alternatives, and required findings, are set forth in Section 7: Feasibility of Project Alternatives.

SECTION 3: EFFECTS DETERMINED TO BE MITIGATED TO LESS-THAN-SIGNIFICANT LEVELS

The Draft EIR identified certain potentially significant effects that could result from the project. However, the City finds for each of the significant or potentially significant impacts identified in this section (Section 3) that based upon substantial evidence in the record, changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant effects as identified in the Final EIR³ and, thus, that adoption of the mitigation measures set forth below will reduce these significant or potentially significant effects to less-than-significant levels. Adoption of the recommended mitigation measures will effectively make the mitigation measures part of the project.

3.1 Land Use

Impact LU-1: The proposed project could result in a land use conflict with surrounding land uses.

Mitigation Measure LU-1: To reduce agricultural/residential land use incompatibilities, the following shall be required:

- a. The applicant shall inform and notify prospective buyers in writing, prior to purchase, about existing and on-going agricultural activities in the immediate area in the form of a disclosure statement. The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, et cetera. The language and format of such notification shall be reviewed and approved by the City Community Development Department prior to recordation of final map(s). Each disclosure statement shall be recorded at the County Recorder's Office and acknowledged with the signature of each prospective owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to-Farm Ordinances.
- b. The conditions of approval for the tentative map(s) shall include requirements ensuring the approval of a suitable design and the installation of a landscaped open space buffer area, fences, and/or walls around the perimeter of the project site affected by the potential conflicts in land use to minimize conflicts between project residents, non-residential uses, and adjacent agricultural uses prior to occupancy of adjacent houses.
- c. Prior to recordation of the final map(s) for homes adjacent to existing agricultural operations, the applicant shall submit a detailed wall and fencing plan for review and approval by the Community Development Department.

³ *CEQA Guidelines*, Section 15091.

Findings for Impact LU-1: Mitigation Measure LU-1, which requires notification of potential home buyers that they would be located adjacent to agricultural uses, and incorporation of buffers into project design, will reduce the potential incompatibilities between the residential land use and adjacent agricultural uses. The mitigation measures presented in Mitigation Measure LU-1 are feasible and effective measures to reduce the potential land use conflicts. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure LU-1 will be incorporated into the project via conditions of approval, and will reduce Impact LU-1 to a less-than-significant level.

3.2 Air Quality

Impact AIR-1: Demolition and construction period activities could generate significant dust, exhaust, and organic emissions.

Mitigation Measure AIR-1a: Consistent with Regulation VIII, Fugitive PM₁₀ Prohibitions of the SJVAPCD, the following controls are required to be implemented at all construction sites and as specifications for the project.

- All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.
- All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition.
- When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
- All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.)
- Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emission utilizing sufficient water or chemical stabilizer/suppressant.
- Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.
- Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.

Additional Control Measures: Construction of the project requires the implementation of control measures set forth under Regulation VIII. The following additional control measures would further reduce construction emissions and should be implemented with the project:

- Limit traffic speeds on unpaved roads to 15 mph;
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than 1 percent;
- Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site;
- Install wind breaks at windward side(s) of construction area;
- Suspend excavation and grading activity when winds exceed 20 mph (regardless of wind-speed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation);
- Limit area excavation, grading, and other construction activity at any one time;
- Install baserock at entryways for all exiting trucks, and wash off the tires or tracks of all trucks and equipment in designated areas before leaving the site; and
- Suspend excavation and grading activity when winds (instantaneous gusts) exceed 20 mph.

Mitigation Measure AIR-1b: The following construction equipment mitigation measures are to be implemented at construction sites to reduce construction exhaust emissions:

- Use electric equipment for construction whenever possible in lieu of fossil fuel-fired equipment;
- Properly and routinely maintain all construction equipment, as recommended by the manufacturer manuals, to control exhaust emissions;
- Shut down equipment when not in use for extended periods of time to reduce emissions associated with idling emissions;
- Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use; and
- Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways, and "Spare The Air Days" declared by the District.

Implementation of these mitigation measures would reduce construction period air quality impacts to a less-than-significant level

Findings for Impact AIR-1: Mitigation Measure AIR-1, which requires the implementation of construction period dust-and exhaust-control measures, will substantially lessen the project's short-term emissions of dust and exhaust. The short-term air quality measures listed in Mitigation Measure AIR-1 are feasible and are considered by air quality experts, including the San Joaquin Valley Air Pollution Control District, to be effective measures in reducing the short-term air quality impacts of construction projects. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure AIR-1 will be incorporated into the project via conditions of approval, and will reduce Impact AIR-1 to a less-than-significant level.

3.3 Noise

Impact NOISE-1: On-site construction activities would potentially result in short-term noise impacts on adjacent residential uses.

Mitigation Measure NOI-1a: Construction activities would need authorization under City issuance of construction permits before any work could commence on-site. Construction activities shall be limited to the hours of 7:00 a.m. to 10:00 p.m. Monday through Sunday, consistent with the City's Ordinance.

Mitigation Measure NOI-1b: All stationary noise generating construction equipment, such as air compressors and portable power generators, shall be located as far as practical from existing residences.

By meeting the hours of construction timeframe and minimizing noise from stationary construction equipment, the project will not result in a substantial temporary or periodic increase in ambient noise levels.

Finding for Impact NOISE-1: Mitigation Measures NOI-1a and NOI-1b requires the implementation of measures to control construction noise and will substantially lessen the adverse construction-period noise of the project. These mitigations comprise noise-control actions that have been successfully used by the City of Lodi, as well as municipalities throughout the State to substantially reduce construction period noise levels. Similar measures are incorporated into the conditions of approval for development projects throughout California, and are easily monitored during the actual construction period. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure NOI-1a and NOI-1b will be incorporated into the project via conditions of approval, and will reduce Impact NOI-1 to a less-than-significant level.

Cultural Resources

Impact CULT-2: Ground disturbing activities at the SW Gateway project areas and Other Areas to be Annexed could adversely impact archaeological resources.

Mitigation Measure CULT-2: If prehistoric or historic archaeological materials are encountered during project activities, all work within 25 feet of the discovery shall be redirected and a qualified archaeologist contacted to evaluate the finds and make recommendations. It is recommended that adverse effects to such deposits be avoided by project activities. If such deposits cannot be avoided, they shall be evaluated for their eligibility for listing on the California Register (i.e., it shall be determined whether they qualify as historical or unique archaeological resources under CEQA). If the deposits are not eligible, avoidance is not necessary. If the deposits are eligible, they shall be avoided by adverse effects, or, if avoidance is not feasible, the adverse effects shall be mitigated. Mitigation may include, but is not limited to, thorough recording on Department of Parks and Recreation form 523 records (DPR 523) or data recovery excavation. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work, and a report of findings shall be submitted to FCB, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)).

Findings for Impact CULT-2: Mitigation Measures CULT-2 requires construction activity, within 25 feet of a prehistoric or historic archaeological materials find, to be diverted and a qualified archaeologist to evaluate the finds and make recommendations. Mitigation Measure CULT-2 will ensure that the resource remains intact until its significance is determined, and a plan is prepared for the protection of the resource, if necessary. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure CULT-2 will be incorporated into the project via conditions of approval, and will reduce Impact CULT-2 to a less-than-significant level.

Impact CULT-3: Future development projects at the Other Areas to be Annexed could adversely impact cultural resources.

Mitigation Measure CULT-3: Prior to the implementation of any future discretionary project within the Other Areas to be Annexed, a cultural resources field survey shall be conducted. If cultural resources are identified in the additional annexation parcels, it is recommended that such resources be documented on the appropriate DPR 523 forms and that adverse effects to such resources be avoided by project activities. If impacts to cultural resources cannot be avoided, they shall be evaluated for their eligibility for listing in the California Register (i.e., it shall be determined whether they qualify as historical or unique archaeological resources under CEQA). If the resource(s) is not eligible, avoidance is not necessary. If the resource(s) is eligible, adverse effects shall be avoided, or, if avoidance is not feasible, the adverse effects shall be mitigated. Mitigation may include, but is not limited to, Historic American Buildings Survey (HABS) documentation for built environment resources and data recovery excavation for archaeological sites. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work, and a report of findings shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)).

Findings for Impact CULT-3: Mitigation Measures CULT-3 requires evaluation of potential cultural resources in the Others Areas to be Annexed prior to future implementation of any discretionary projects within the area. Mitigation Measure CULT-3 will ensure that the resource remains intact until its significance is determined, and a plan is prepared for the protection of the resource, if necessary. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure CULT-3 will be incorporated into the project via conditions of approval, and will reduce Impact CULT-3 to a less-than-significant level.

Impact CULT-4: Ground-disturbing activities associated with the project could disturb human remains, including those interred outside of formal cemeteries.

Mitigation Measure CULT-4: If human remains are encountered, work within 25 feet of the discovery will be redirected and the County Coroner notified immediately. At the same time, an archaeologist will be contacted to assess the situation. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center.

It is anticipated that implementation of Mitigation Measure CULT-4 will reduce impacts to human remains to less-than-significant levels.

Findings for Impact CULT-4: Mitigation Measure CULT-4, which requires the developer to adhere to existing law and professional standards regarding the treatment of human remains, will substantially lessen the potential effects of the project on human remains, including Native American remains. Implementation of Mitigation Measure CULT-4 will ensure that human remains are evaluated for their cultural and archaeological importance and are protected from additional disturbance. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure CULT-4 will be incorporated into the project via conditions of approval, and will reduce Impact CULT-4 to a less-than-significant level.

Impact CULT-5: Ground disturbing activities within the project area could adversely impact paleontological resources.

Mitigation Measure CULT-5: If ground disturbing activity is anticipated below the project area soil layer, the initial ground disturbance below that depth in geologic units shall be monitored by a qualified paleontologist. Subsequent to monitoring this initial ground disturbance, the qualified paleontologist will make recommendations regarding further monitoring based on the initial findings. This can include, but is not limited to, continued monitoring, periodic reviews of ground disturbance below project area soil layers, or no further monitoring.

Pre-field monitoring preparation by a qualified paleontologist shall take into account specific details of project construction plans as well as information from available paleontological, geological, and geotechnical studies. Limited subsurface investigations may be appropriate for defining areas of paleontological sensitivity prior to ground disturbance.

If paleontological resources are encountered during project activities, all work within 25 feet of the discovery shall be redirected until the paleontological monitor has evaluated the resources, prepared a fossil locality form documenting them, and made recommendations regarding their treatment. If paleontological resources are identified, it is recommended that such resources be avoided by project activities. Paleontological monitors must be empowered to halt construction activities within 25 feet of the discovery to review the possible paleontological material and to protect the resource while it is being evaluated. If avoidance is not feasible, adverse effects to such resources shall be mitigated. Mitigation can include data recovery and analysis, preparation of a report and the accession of fossil material recovered to an accredited paleontological repository, such as the University of California Museum of Paleontology, Berkeley (UCMP).

Monitoring shall continue until, in the paleontologist's judgment, paleontological resources are no longer likely to be encountered. Upon project completion, a report shall be prepared documenting the methods and results of monitoring. Copies of this report shall be submitted to the

project applicant, the City of Lodi Planning Department, and to the repository where fossils are accessioned.

Finding for Impact CULT-5: Mitigation Measure CULT-5, which sets protocol for the identification and protection of unidentified paleontological resources, will avoid the project's adverse effects to paleontological resources. Requiring a qualified paleontological monitor be present during ground disturbing activities below the soil layer will ensure that adequate measures are taken to protect unidentified resources. Requiring construction to halt if paleontological resources are found will allow such resources to be analyzed and protected (if necessary) without additional disturbance. The presence of a paleontological resources monitor can be easily verified in the field by the City. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure CULT-5 will be incorporated into the project via conditions of approval, and will reduce Impact CULT-5 to a less-than-significant level.

2.4 Geology, Soils and Seismicity

Impact GEO-1: Seismically-induced ground shaking at the project area could result in risk of loss of property, injury, or death.

Mitigation Measure GEO-1a: Each project's conditions of approval shall require the project be designed according to the most recent CBC and UBC Seismic Zone 3 requirements, applicable local codes, and be in accordance with the generally accepted standard for geotechnical practice for seismic design in Northern California.

Mitigation Measure GEO-1b: Prior to the approval of grading plans, the project applicant shall perform design-level geotechnical investigations and incorporate all recommendations into the project construction documents and grading plans.

Findings for Impact GEO-1: Requiring the project to be designed in accordance with the applicable Uniform Building Code and all applicable local codes is feasible, and will minimize hazards associated with ground shaking within the project site. These measures are commonly imposed on development projects in California and are considered to minimize the effect of earthquakes on new structures. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures GEO-1a and GEO-1b will be incorporated into the project via conditions of approval, and will reduce Impact GEO-1 to a less-than-significant level.

Impact GEO-2: The project area contains soils that are moderately corrosive to buried metal objects.

Mitigation Measure GEO-2: If the project includes buried metal components, a corrosion engineer shall be retained to design corrosion protection systems appropriate for the project sites to be approved by the Community Development Department.

Findings for Impact GEO-2: The incorporation of a corrosion protection system into the proposed project will help ensure buried components of the proposed project are able to tolerate

moderately corrosive soils at the project sites. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure GEO-2 will be incorporated into the project via conditions of approval, and will reduce Impact GEO-2 to a less-than-significant level.

Impact GEO-3: The SW Gateway site contains undocumented fills which could potentially result in differential compaction.

Mitigation Measure GEO-3: Prior to issuance of a building permit for the SW Gateway site, the project applicant shall include the over-excavation and replacement of the undocumented fills in accordance with the earthwork, grading, filling and compaction recommendations of the Preliminary Geotechnical Investigation of the Gateway Residential Development in Lodi, pre-formed by Lowney Associates, November 12, 2004.

Findings for Impact GEO-3: The City finds that requiring the replacement of undocumented fill will minimize hazards associated with differential compaction at the project site. The implementation this measure will mitigate the potential effects on the proposed buildings and site improvements. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures GEO-3 will be incorporated into the project via conditions of approval, and will reduce Impact GEO-3 to a less-than-significant level.

2.5 Hydrology and Water Quality

Impact HYD-1: Increased runoff volume resulting from creation of new impervious surfaces could potentially exceed the capacity of downstream storm water conveyance structures, resulting in localized ponding and flooding.

Mitigation Measure HYD-1: Implementation of the following two-part mitigation measure would reduce potential impacts associated with increased peak runoff volumes to a less-than-significant level:

- 1a:** As a condition of approval of the final grading and drainage plans for the projects, the Public Works department shall verify that the Master Utility Plan for the SW Gateway sites will comply with the City's stormwater requirements.
- 1b:** Prior to the approval of the final grading and drainage plans for the SW Gateway projects and any subsequent development applications that may be proposed for the Other Areas to be Annexed, a hydraulic analysis shall be provided to the Public Works Department for verification that implementation of the proposed drainage plans would comply with the City's storm water requirements.

Findings for Impact HYD-1: The City finds that requiring compliance with stormwater requirements and a hydraulic analysis of the proposed project would help to ensure that new runoff from the site would not exceed the capacity of existing conveyance structures. The implementation this measure will mitigate the potential effects of new impervious surfaces. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures HYD-

1 will be incorporated into the project via conditions of approval, and will reduce Impact HYD-1 to a less-than-significant level.

Impact HYD-2: Construction activities could result in degradation of water quality of storm water runoff and ground water quality in the Project area.

Mitigation Measure HYD-2: The project proponent for each development project shall prepare a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential impacts to surface water quality through the construction period of the project. The SWPPP must be maintained on-site and made available to City inspectors and/or RWQCB staff upon request. The SWPPP shall include specific and detailed BMPs designed to mitigate construction-related pollutants. At minimum, BMPs shall include practices to minimize the contact of construction materials, equipment, and maintenance supplies (e.g., fuels, lubricants, paints, solvents, adhesives) with storm water. The SWPPP shall specify properly designed centralized storage areas that keep these materials out of the rain.

An important component of the storm water quality protection effort is the knowledge of the site supervisors and workers. To educate on-site personnel and maintain awareness of the importance of storm water quality protection, site supervisors shall conduct regular tailgate meetings to discuss pollution prevention. The frequency of the meetings and required personnel attendance list shall be specified in the SWPPP.

The SWPPP shall specify a monitoring program to be implemented by the construction site supervisor, which must include both dry and wet weather inspections. In addition, in accordance with State Water Resources Control Board Resolution No. 2001-046, monitoring would be required during the construction period for pollutants that may be present in the runoff that are “not visually detectable in runoff.” RWQCB and/or City personnel, who may make unannounced site inspections, are empowered to levy considerable fines if it is determined that the SWPPP has not been properly prepared and implemented.

BMPs designed to reduce erosion of exposed soil may include, but are not limited to: soil stabilization controls, watering for dust control, perimeter silt fences, placement of hay bales, and sediment basins. The potential for erosion is generally increased if grading is performed during the rainy season as disturbed soil can be exposed to rainfall and storm runoff. If grading must be conducted during the rainy season, the primary BMPs selected shall focus on erosion control; that is, keeping sediment on the site. End-of-pipe sediment control measures (e.g., basins and traps) shall be used only as secondary measures. If hydroseeding is selected as the primary soil stabilization method, then these areas shall be seeded by September 1 and irrigated as necessary to ensure that adequate root development has occurred prior to October 1. Entry and egress from the construction site shall be carefully controlled to minimize off-site tracking of sediment. Vehicle and equipment wash-down facilities shall be designed to be accessible and functional during both dry and wet conditions.

The City Public Works Department shall review and approve the SWPPP and drainage plan prior to approval of the grading plan. City staff may require more stringent storm water treatment measures, at their discretion. Implementation of this mitigation would reduce the level of significance of this impact to a less-than-significant level.

Finding for Impact HYD-2: Mitigation Measure HYD-2, which requires the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) with both construction and operation-period Best Management Practices (BMPs), will substantially lessen the effects of the project on stormwater quality. A SWPPP is considered by the Regional Water Quality Control Board (RWQCB) to be an effective way to reduce the contamination of stormwater on a project site resulting from erosion and chemical contamination on impervious surfaces. The adequacy of the SWPPP (including associated BMPs) will be verified by the City prior to the initiation of ground-disturbing activities. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HYD-2 will be incorporated into the project via conditions of approval, and will reduce Impact HYD-2 to a less-than-significant level.

Impact HYD-3: Dewatering may contain contaminants and if not properly managed could be detrimental to construction workers and the environment.

Mitigation Measure HYD-3: Each SWPPP shall include provisions for the proper management of construction-period dewatering. At minimum, all dewatering shall be contained prior to discharge to allow the sediment to settle out, and filtered, if necessary to ensure that only clear water is discharged to the storm or sanitary sewer system, as appropriate. In areas of suspected groundwater contamination (i.e., underlain by fill or near sites where chemical releases are known or suspected to have occurred), groundwater shall be analyzed by a State-certified laboratory for the suspected pollutants prior to discharge. Based on the results of the analytical testing, the project proponent shall acquire the appropriate permit(s) from the RWQCB prior to the release of any dewatering discharge into the storm drainage system.

Section IV.I, Hazards and Hazardous Materials, of this EIR, includes a discussion of the Remediation Action Plan (RAP) and Health and Safety Plan (HSP) for the site. Implementation of Mitigation Measure HAZ-4a, HAZ-4b, HAZ-4c, HAZ-4d, and HAZ-4e would ensure the safety of construction workers from hazardous concentrations of contaminants from soil and groundwater.

Proper implementation of the mitigation measure described above would reduce this impact to a less-than-significant level.

Finding for Impact HYD-3: Mitigation Measure HYD-3 requires that the Storm Water Pollution Prevention Plan (SWPPP) include provisions for the proper management of construction-period dewatering. The adequacy of the SWPPP dewatering provisions will be verified by the City prior to the initiation of ground-disturbing activities. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HYD-3 will be incorporated into the project via conditions of approval, and will reduce Impact HYD-3 to a less-than-significant level.

2.6 Biological Resources

Impact BIO-1: Implementation of the project could impact western burrowing owl if this species occupies the SW Gateway project site or Other Areas to be Annexed site prior to the start of construction.

Mitigation Measure BIO-1: Implementation of these measures will reduce impacts to western burrowing owl to a less than significant level.

- 1a:** Prior to approval of grading plans, the project proponent shall pay the appropriate fees to SJCOG, in accordance with the SJMSCP conservation strategy, for conversion of undeveloped lands.
- 1b:** No more than 30 days prior to any ground disturbing activities, a qualified biologist shall conduct surveys for burrowing owls. If ground disturbing activities are delayed or suspended for more than 30 days after the initial preconstruction surveys, the site shall be resurveyed. All surveys shall be conducted in accordance with CDFG's Staff Report on Burrowing Owls (CDFG, 1995).
- 1c:** If the preconstruction surveys identify burrowing owls on the site during the non-breeding season (September 1 through January 31) burrowing owls occupying the project site shall be evicted from the project site by passive relocation as described in the CDFG's Staff Report on Burrowing Owls (CDFG, 1995).
- 1d:** If the preconstruction surveys identify burrowing owls on the site during the breeding season (February 1 through August 31) occupied burrows shall not be disturbed and shall be provided with a 75 meter (250-foot) protective buffer until and unless the SJMSCP Technical Advisory Committee (TAC), with the concurrence of CDFG representatives on the TAC; or unless a qualified biologist approved by CDFG verifies through non-invasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. Once the fledglings are capable of independent survival, the burrow(s) can be destroyed.

Findings for Impact BIO-1: The City finds that conducting surveys for the western burrowing owl, and adhering to the protocol set forth in Mitigation Measures BIO-1a, BIO-1b, BIO-1c, and BIO-1d is feasible and will adequately protect the species should it occur within the project site. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures BIO-1a, BIO-1b, BIO-1c, and BIO-1d will be incorporated into the project via conditions of approval, and will reduce Impact BIO-1 to a less-than-significant level.

Impact BIO-2: Implementation of the project could impact nesting Swainson hawk or other nesting raptors if these species are present on the SW Gateway site or Other Areas to be Annexed site prior to the start of construction.

Mitigation Measure BIO-2: Implementation of these measures will reduce impacts to nesting Swainson's hawk and other nesting raptors to a less-than-significant level.

- 2a:** Prior to approval of grading plans, the project proponent shall pay the appropriate fees to SJCOG, in accordance with the SJMSCP conservation strategy, for conversion of undeveloped lands.
- 2b:** Removal of suitable nest trees shall be completed during the non-nesting season (when the nests are unoccupied), between September 1 and February 15.

2c: If suitable nest trees will be retained and ground disturbing activities will commence during the nesting season (February 16 through August 31), all suitable nest trees on the site will be surveyed by a qualified biologist prior to initiating construction-related activities. Surveys will be conducted no more than 14 days prior to the start of work. If an active nest is discovered, a 100-foot buffer shall be established around the nest tree and delineated using orange construction fence or equivalent. The buffer shall be maintained in place until the end of the breeding season or until the young have fledged, as determined by a qualified biologist.

In some instances, CDFG may approve decreasing the specified buffers with implementation of other avoidance and minimization measures (e.g., having a qualified biologist on-site during construction activities during the nesting season to monitor nesting activity). If no nesting is discovered, construction can begin as planned. Construction beginning during the non-nesting season and continuing into the nesting season shall not be subject to these measures.

2d: If future development of the Other Areas to be Annexed will result in the removal of suitable nest trees for Swainson's hawk or other raptors, Mitigation Measures BIO-3a through BIO-3c shall be implemented.

Findings for Impact BIO-2: The City finds that surveying for nesting Swainson hawk or other nesting raptors, and adhering to the protocol set forth in Mitigation Measures BIO-2a, BIO-2b, BIO-2c, and BIO-2d is feasible and will adequately protect the these species may occur within the project site. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures BIO-2a, BIO-2b, BIO-2c, and BIO-2d will be incorporated into the project via conditions of approval, and will reduce Impact BIO-2 to a less-than-significant level.

Impact BIO-3: The project will impact one area of vernal marsh (seasonal wetland).

Mitigation Measure BIO-3: Implementation of the following mitigation measures will reduce impacts to wetlands (i.e., vernal marsh) to less-than-significant levels.

3a: Wetlands permanently impacted during construction (approximately 0.02 acres) shall be mitigated through preservation, creation and/or restoration of the impacted resources at a minimum ratio of 1:1. If permits are required by ACOE and/or RWQCB, specific mitigation requirements, if different than described above, shall also become a condition(s) of project approval.

3b: Prior to approval of grading plans, the applicant shall obtain any regulatory permits required from the ACOE and/or RWQCB.

3c: Prior to development of the Other Areas to be Annexed, a formal delineation shall be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual (Routine Method). If wetlands or other jurisdictional waters are identified on the site and will be affected by development, Mitigation Measures BIO-3a and BIO-3b shall be implemented.

Findings for Impact BIO-3: The City finds that preservation, creation, or restoration of wetlands permanently impacted during construction, as well as obtaining all necessary regulatory permits, is feasible and will reduce impacts to wetlands within the project site to a less-than-significant level. These measures are considered adequate means of mitigation. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure BIO-3 will be incorporated into the project via conditions of approval, and will reduce Impact BIO-3 to a less-than-significant level.

2.7 Hazards and Hazardous Materials

Impact HAZ-1: Improper use, storage, or disposal of hazardous materials during construction activities could result in releases affecting construction workers, the public, and the environment.

Mitigation Measure HAZ-1: Preparation and implementation of the required SWPPP (see Mitigation Measures HYD-2 and HYD-3) would reduce the potential impacts of hazardous materials releases during construction to a less-than-significant level. No additional mitigation is required.

Findings for Impact HAZ-1: A SWPPP is considered to minimize environmental effects associated with the leakage or spill of hazardous materials used during the construction period. The City finds that a SWPPP is a feasible mitigation measure and will reduce risks associated with the use of hazardous materials during the construction period to a less-than-significant level. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HAZ-1 will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-1 to a less-than-significant level.

Impact HAZ-2: The pesticide storage buildings at APN 058-030-04 contained pesticide stained asphalt and concrete floors.

Mitigation Measure HAZ-2: As a condition of approval for grading plans for SW Gateway project site, the applicant shall be required to test the soils beneath the stained asphalt floor of the older storage building and complete any clean-up necessary to remediate any identified contamination to an acceptable level.

Findings for Impact HAZ-2: Testing of soils under a stained asphalt floor, in addition to remediation of contamination to an acceptable level, reduces the impact associated with potential soil contamination. The City finds this a feasible mitigation measure and will reduce risks associated with potential soil contamination. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HAZ-2 will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-2 to a less-than-significant level.

Impact HAZ-3: Future development of any portion of the Other Areas to be Annexed site could be associated with hazards.

Mitigation Measure HAZ-3: Prior to the approval of any specific development projects on the Other Areas to be Annexed, the project applicant shall provide the City with an environmental investigation, as necessary, to ensure that soils, groundwater, and buildings affected by hazardous material releases from prior land uses, and lead and asbestos potentially present in building

materials, would not have potential to affect the environment or health and safety of future property owners or users.

Findings for Impact HAZ-3: Additional environmental investigation associated with specific development projects on the Other Areas to be Annexed would identify potential hazardous materials as well as remediation actions. The City finds this a feasible mitigation measure and will reduce risks associated with potential soil or water contamination. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HAZ-3 will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-3 to a less-than-significant level.

Impact HAZ-4: Implementation of the SW Gateway project could expose construction workers and/or the public to hazardous materials from contaminants in soils during and following construction activities.

Mitigation Measure HAZ-4: Implementation of the following five-part mitigation measure would reduce these risks to less-than-significant levels.

- 4a:** Prior to the issuance of any demolition or building permits for the project site, a Risk Management Plan (RMP) shall be prepared for the project site. At a minimum, the RMP shall establish soil mitigation and control specifications for grading and construction activities at the site, including health and safety provisions for monitoring exposure to construction workers, procedures to be undertaken in the event that previously unreported contamination is discovered, and emergency procedures and responsible personnel. The RMP shall also include procedures for managing soils removed from the site to ensure that any excavated soils with contaminants are stored, managed, and disposed of in accordance with applicable regulations and permits. The RMP shall also include an Operations and Maintenance Plan component, to ensure that health and safety measures required for future construction and maintenance at the project site shall be enforced in perpetuity. The RMP shall include the following Mitigation Measures.
- 4b:** Prior the approval of a building permit, soil sampling and boring shall be done in the historic circular depression area in the western portion of APN 058-040-02 in order to determine the quality of the fill and to determine if hazardous materials are present below the surface. If the soils investigation determines that hazardous materials are present, they shall be removed and disposed of in accordance with applicable regulations.
- 4c:** The soil samples collected from the equipment storage areas (and near the pesticide dispensers) were analyzed for Total Recoverable Petroleum Hydrocarbons (TRPH). Oil and grease were detected at elevated concentrations in both samples collected from the equipment storage areas; 12,000 ppm of oil and grease were detected near the 55-gallon waste oil drums east of the equipment storage buildings on APN 058-030-04 and at 38,000 ppm of oil and grease were detected near the waste oil drums in the southern portion of APN 058-030-04. Both concentrations detected are above the CVRWQCB threshold concentrations based on protection of ground water quality. The stained area is approximately 10 feet in diameter. Prior to the approval of the building permit, oil and grease stained soil in this area shall be removed and disposed in accordance with the recommendations of the Phase I/II.

4d: Six areas of APN 058-030-04 contain old equipment and various piles of debris and garbage, which can potentially leave lead based paint and other hazardous materials residue in the soils beneath the piles. No obvious soil staining was noticed beneath the piles of debris and garbage; however, soil beneath the piles could potentially contain lead based paint and other hazardous materials. As a condition of approval for a demolition permit for the buildings located on APN 058-030-04, the trash and debris shall be removed. Soils beneath the debris piles shall be tested for lead based paint residues and other possible hazardous materials. If it is determined that lead based paint or other hazardous materials are present in the soils beneath the piles, these soils shall be removed by a qualified lead abatement contractor and disposed of in accordance with existing hazardous waste regulations.

4e: The truck scale observed on the eastside of APN 058-030-04 could have soils contaminated with hydraulic fluid, which may contain PCBs. Truck scales often used hydraulic fluid, which can contain PCBs, which can be released during spills and leaks. As a condition of approval for grading plans permit for the SW Gateway site, the soils shall be observed when the scales are removed to determine if there are indications of leakage. If it is determined that leakage has occurred, soils samples shall be collected for laboratory analysis. If it is determined that the soils are contaminated at levels beyond established threshold levels, the contaminated soils shall be removed in accordance with all applicable regulations.

Findings for Impact HAZ-4: A RMP is considered to minimize environmental effects associated with the leakage or spill of hazardous materials used during the construction period. The City finds that a RMP, as well as the specified actions listed in Mitigation Measures HAZ-4a, HAZ-4b, HAZ-4c, HAZ-4d, and HAZ-4e are feasible mitigation measures that will reduce risks associated with the use of hazardous materials during the construction period to a less-than-significant level. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the County finds that Mitigation Measures HAZ-4a, HAZ-4b, HAZ-4c, HAZ-4d, and HAZ-4e will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-4 to a less-than-significant level.

Impact HAZ-5: Many of the parcels within the project area contain hazardous materials that may be harmful to the public and the environment.

Mitigation Measure HAZ-5: Prior to approval of any demolition or construction permits, ASTs, pesticides, waste oil, equipment maintenance chemicals, discarded trash and debris shall be removed from the individual project site and disposed in accordance with applicable regulations.

Findings for Impact HAZ-5: The City finds removal of hazardous materials in accordance with applicable regulations as a feasible mitigation measure and will reduce risks associated the hazardous materials that may be on the project sites. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HAZ-5 will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-5 to a less-than-significant level.

Impact HAZ-6: The septic tanks and wells on the SW Gateway sites could potentially create a significant hazard to the public or the environment.

Mitigation Measure HAZ-6: Prior to approval of any grading plans or construction permits for each individual project, the wells and septic system shall be properly abandoned in accordance with applicable regulations.

Findings for Impact HAZ-6: The City finds removal of septic tanks and wells in accordance with applicable regulations as a feasible mitigation measure and will reduce risks associated with septic systems and wells. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HAZ-6 will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-6 to a less-than-significant level.

Impact HAZ-7: The reported presence of a possible underground storage tank (UST) within the SW Gateway site could potentially impact construction workers and the environment.

Mitigation Measure HAZ-7: Prior to approval of any demolition or construction permits for the project site, a geophysical survey shall be performed locate the possible UST. Drilling and soil sampling shall be conducted to determine if this UST may have contained petroleum hydrocarbons that may have leaked and affected soil and ground water. Should the sampling indicate a release from the tank has occurred, additional investigation and remediation may be required by San Joaquin County EHD prior to case closure. If the UST is present, it shall be removed and backfilled with engineered fill prior to site development.

Findings for Impact HAZ-7: The City finds further investigation in reports of a UST, testing for the contents of the UST, and removal of the potential UST would reduce the potential impact associated with this hazard to a less-than-significant level. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure HAZ-7 will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-7 to a less-than-significant level.

Impact HAZ-8: Demolition of buildings containing lead-based paint and asbestos-containing building materials and the removal of asbestos containing irrigation pipes could release airborne lead and asbestos particles, which may affect construction workers and the public.

Mitigation Measure HAZ-8: Implementation of the following two-part mitigation measure would reduce this impact to a less-than-significant level.

8a: As a condition of approval for a demolition permit for the project site buildings, an asbestos and lead-based paint survey shall be performed. If asbestos-containing materials are determined to be present, the materials shall be abated by a certified asbestos abatement contractor in accordance with the regulations and notification requirements of the San Joaquin Valley Air Quality Control District. If lead-based paints are identified, then federal and State construction worker health and safety regulations shall be followed during renovation or demolition activities. If loose or peeling lead-based paint are identified, they shall be removed by a qualified lead abatement contractor and disposed of in accordance with existing hazardous waste regulations.

8b: As a condition of approval for grading plans for the project sites, an asbestos investigation of subsurface structures shall be conducted. If asbestos-containing materials are determined to be present, the materials shall be abated by a certified asbestos abatement contractor in

accordance with the regulations and notification requirements of the San Joaquin Valley Air Quality Control District.

Finding for Impact HAZ-8: Mitigation Measures HAZ-8a and HAZ-8b require the investigation and abatement of asbestos and lead within the project sites prior to demolition and will substantially lessen the health risks resulting from the presence of these substances. After any necessary abatement, these materials will not pose a health threat to construction workers or future employees or customers of the project site. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measures HAZ-8a and HAZ-8b will be incorporated into the project via conditions of approval, and will reduce Impact HAZ-8 to a less-than-significant level.

2.8 Visual Resources

Impact VIS-2: The proposed project would create a new source of light and glare affecting day and nighttime views.

Mitigation Measure VIS-2: Outdoor lighting shall be designed to minimize glare and spillover to surrounding properties. The proposed project shall incorporate non-mirrored glass to minimize daylight glare.

Findings for Impact VIS-2: The City finds that designing outdoor lighting to minimize glare and spillover light and requiring non-mirrored glass in construction of the housing is a feasible mitigation measure and will reduce impacts associated with light and glare to a less-than-significant level. Pursuant to *CEQA Guidelines* Section 15091(a)(1), the City finds that Mitigation Measure VIS-2 will be incorporated into the project via conditions of approval, and will reduce Impact VIS-2 to a less-than-significant level.

SECTION 4: SIGNIFICANT EFFECTS THAT MAY NOT BE MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL

The Draft EIR and Response to Comments document identify several impacts that cannot be mitigated to a less-than-significant level even though the City finds that all feasible mitigation measures have been identified and adopted as part of the project. The significant unavoidable impacts are discussed below.

4.1 Land use

Impact LU-2: The proposed projects would result in the conversion of approximately 280 (241 Southwest Gateway and 39 Other Annexed Area) acres of Prime Farmland to non-agricultural uses.

Mitigation Measure LU-2: Prior to issuance of a building permit after the first quarter of the building permits for the SW Gateway project have been approved, or the approval of a parcel or tentative map that would result in the conversion of prime farmland within the Other Areas to be Annexed, the applicant shall provide and undertake a phasing and financing plan (to be approved by the City Council) for one of the following mitigation measures:

- (1) Identify acreage at a minimum ratio of 1:1 in kind (approximately a total of 241 acres of prime farmland for the SW Gateway project and 39 acres for the Other Areas to be Annexed) (currently not protected or within an easement) to protect in perpetuity ~~for a period of time to be determined (but not less than 45 years)~~ as an agricultural use in a location as determined appropriate by the City of Lodi in consultation with the Central Valley Land Trust; or
- ~~(2) Pay a fee equal to the value of 392 acres as determined by an independent qualified consultant retained by the City in consultation with the Central Valley Land Trust. The City will determine to whom the fee shall be paid; or~~
- (3) With the City Council's approval, comply with the requirements of the County Agricultural Mitigation program, which is currently being developed, if it is adopted by the County prior to this mitigation measure being implemented.
(SU)

Findings for Impact LU-2: The proposed project would convert approximately 280 acres of prime farmland. While the mitigation measures would result in other farmland being preserved, the impact would remain significant and unavoidable. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

Impact LU-3: The proposed projects would result in a conflict with existing Agricultural Use and Williamson Act Contracts.

Mitigation Measure LU-3: The applicant shall pay all fees associated with terminating a Williamson Act Contract.

Findings for Impact LU-3: The proposed project would conflict with existing Williamson Act Contracts. While the applicant would pay all required fees associated with terminating a Williamson Act Contract, the proposed project would still result in significant impact. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

4.2 Transportation, Circulation and Parking

As is noted in the Final EIR, the City has the capacity to reduce to a less-than-significant level the impacted intersections in the project-related and cumulative conditions. However, as is noted in the EIR, the City may decide not to implement the identified improvement in order to further other City General Plan goals. As such, the potential transportation impacts is less-than-significant, but would be significant and unavoidable if the City decides not to implement selected improvements.

Impact TRANS-1: Implementation of the proposed project would significantly impact the level of service at 15 intersections under the Existing with Project scenario.

Mitigation Measure TRANS-1: Each of the following mitigation measures shall be implemented to reduce the project's impact on the identified 15 intersections:

1a: Mitigation Measure AIR-2 identifies measures recommended by the *SJVAPCD's "Guide for Assessing and Mitigating Air Quality Impacts"* to reduce vehicle trips and associated air quality impacts. Implementation of the same measures would also reduce associated traffic impacts. The following are considered to be feasible and effective in further reducing vehicle trip generation and resulting emissions from the project and shall be implemented to the extent feasible and desired by the City:

- Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage.
- Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking.
- Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs.
- Provide park and ride lots.

The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. Such a reduction would help minimize the project's impact.

1b: The implementation of each of the improvements listed in Table IV.B-6 would reduce the impacts to the identified 15 intersections to a less-than-significant level. To mitigate these impacts, the project applicant shall prepare a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2), who will be responsible for implementing the improvement, the applicant's fair share contribution towards the improvement, how the improvement will be funded including a reimbursement program where appropriate; and the schedule or trigger for initiating and completing construction prior to the intersection operation degrading to an unacceptable level. The Plan may include an annual monitoring program of the intersections as a method for determining the schedule for implementing each improvement. The Plan shall take into account whether an improvement is already programmed and/or funded in a City or County program (i.e., Lodi Development Impact Mitigation Fee Program, San Joaquin County Regional Transportation Impact Fee, Measure K (existing or renewal program), and San Joaquin Council of Governments Regional Transportation Improvement Program). If an improvement is included in one or more of these programs, the Plan needs to consider whether the programs schedule for the improvement will meet the needs of the project and if not identify alternatives. The Plan shall be submitted to City staff for review and City Council approval prior to submittal of a Tentative Subdivision Map application.

Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's impact on existing conditions to a less-than-significant level. However, the City may decide to not

implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange). As a result, the project's impact at some intersections may be significant and unavoidable if the City chooses not to implement the recommended mitigation measure.

Findings for Impact TRANS-1: The proposed project would significantly impact 15 intersections. While the mitigation measures are available to reduce potential impacts to a less-than-significant level, the City may decide to not implement measures so as to not conflict with some policies of the General Plan, thus resulting in a significant impact. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

Impact TRANS-2: Implementation of the proposed project would significantly impact the LOS at 19 intersections under the 2030 Cumulative scenario.

Mitigation Measure TRANS-2: Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's contribution to Cumulative condition to a less-than-significant level at the 19 intersections that would be significantly impacted in the 2030 Cumulative condition. For the intersections that could be mitigated to a less-than significant level, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange).

Findings for Impact TRANS-2: The proposed project would significantly impact 19 intersections in the cumulative scenario. While the mitigation measures are available to reduce potential impacts to a less-than-significant level, the City may decided to not implement measures so as to not conflict with some policies identified in the General Plan. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

4.3 Air Quality

Impact AIR-2: Project-related regional emissions would exceed the SJVAPCD thresholds of significance for ozone precursors.

Mitigation Measure AIR-2: The *SJVAPCD's "Guide for Assessing and Mitigating Air Quality Impacts"* identifies potential mitigation measures for various types of projects. The Guide identifies a number of measures to further reducing vehicle trip generation and resulting emissions. The following measures shall be implemented to the extent feasible (it is noted that many of these features are already incorporated into the project).

- Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage.
- Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking.
- Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs.
- Provide park and ride lots.

The plans for each phase of the proposed project shall implement these measures to the extent feasible and appropriate. The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. A reduction of this magnitude could reduce emissions, however, ozone precursors would still exceed the significance thresholds. There is no mitigation available with currently feasible technology to reduce the project's regional air quality impact by an additional 50 percent to a less-than-significant level. Therefore, the project's regional air quality impacts would remain significant and unavoidable.

Finding for Impact AIR-2: Implementation of trip reduction measures, such as providing transit facilities, sidewalks, and bicycle enhancing infrastructure, would reduce vehicle emissions by approximately 10 to 15 percent. However, this reduction would not be sufficient to reduce ozone precursors to below the significance threshold. Only substantially restricting private vehicle use in and around Lodi would reduce this impact to a less-than-significant level. However, such draconian measures are not socially or politically feasible. There are no other feasible measures that would reduce vehicle emissions from the project to below the SJVAPCD threshold. Pursuant to Section 21081(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on the specific overriding considerations found in Section 8 below.

4.4 Noise

As is noted in the Final EIR, the City has the capacity to reduce to a less-than-significant level the impacted intersections in the project-related and cumulative conditions. However, as is noted in the EIR, the City may decide not to implement the identified improvement in order to further other City General Plan goals. As such, the potential transportation impacts is less-than-significant, but would be significant and unavoidable if the City decides not to implement selected improvements.

Impact NOI-2: Local traffic would generate long-term noise levels exceeding *Normally Acceptable* and *Conditionally Acceptable* noise levels on the project site.

Mitigation Measure NOI-2a: A 6-foot-high sound wall shall be constructed along the rear property line of all lots adjacent to Kettleman Lane, Lower Sacramento Road and Harney Lane.

Mitigation Measure NOI-2b: Mechanical ventilation (such as air conditioning) shall be installed in the proposed residential units adjacent to Kettleman Lane, Lower Sacramento Road and Harney Lane so that the windows can remain closed for prolonged periods of time.

Mitigation Measure NOI-2c: Windows with a minimum STC rating of STC-32 shall be installed in all units directly exposed to Kettleman Lane, Lower Sacramento Road and Harney Lane.

Mitigation Measure NOI-2d: A sound barrier with a minimum height of 5 feet is recommended for all upper floor outdoor use areas directly adjacent to Kettleman Lane, Lower Sacramento Road and Harney Lane.

Should the City determine that sound wall and sound barriers are not appropriate or feasible for the proposed project, the impact would be considered significant and unavoidable.

Findings for Impact NOI-2: Local traffic would generate long-term noise levels exceeding *Normally Acceptable* and *Conditionally Acceptable* noise levels on the project site. While the mitigation measures are available to reduce potential impacts to a less-than-significant level, the City may decide to not implement measures so as to create walled communities, thus resulting in a significant impact. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

4.5 Visual Resources

Impact VIS-1: The proposed project would degrade the existing visual character.

Mitigation Measure VIS-1: No mitigation is available to reduce this significant and unavoidable impact.

Findings for Impact VIS-1: The proposed project would result in the conversion of farmland, which would degrade the existing visual character; there are no mitigation measures available to reduce this impact to a less-than-significant level. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

4.6 Growth Inducement

Impact GROWTH-1: Potential growth-inducing impacts associated with the project's ability to facilitate development to the west if the City decides it wants to grow west.

Mitigation Measure GROWTH-1: No mitigation was identified to reduce this potentially significant and unavoidable impact.

Findings for Impact GROWTH-1: The proposed project could result in the growth-inducing impacts by facilitating development to the west if the City should decide that it wants to grow to the west. However, pursuant to Section 21091(a)(3) of the Public Resources Code, as described in

the Statement of Overriding Considerations, the City has determined that this impact is acceptable based on specific overriding considerations found herein in Section 8 below.

SECTION 5: EFFECTS DETERMINED TO BE LESS THAN SIGNIFICANT OR NOT SIGNIFICANT

The City finds that, based upon substantial evidence in the record, as discussed below, the following impacts associated with the project are not significant or less than significant.

5.1 Mineral Resources

The City of Lodi General Plan does not identify the project sites as mineral resources. Additionally, the San Joaquin County General Plan does not identify the project sites as significant sand and gravel aggregate resource areas or as generalized aggregate extraction sites. The project sites do not contain known mineral resources, and the majority of the project sites are in active agricultural uses.

5.2 Population, Employment and Housing

The City of Lodi Housing Element was adopted by the City in 2004. The Housing Element anticipated the development of SW Gateway site. As such, housing and population impacts were addressed within this Element, and the environmental impacts associated with Population and Housing were addressed in the EIR that was completed for the Housing Element.

SECTION 6: SIGNIFICANT CUMULATIVE EFFECTS

The cumulative analysis in the Draft EIR utilizes development that is likely to occur under the buildout of the General Plan in addition to specific development projects listed on page 324 of the Draft EIR.

6.1 Land Use and Planning Policy

The proposed project includes the development of the SW Gateways project site, as well as the annexation of other parcels within the City's Sphere of Influence. While no development has been proposed for the additional annexation areas, it is assumed that these sites would be developed in the future at an average density of approximately 7 units per acre.

While the proposed project would develop land that is currently in agricultural production, this land is designated as "Planned Residential" within the City's General Plan. Additionally, the Housing Element of the General Plan identifies these sites as areas to be developed. As such, the project would not contribute to any significant cumulative land use impacts.

6.2 Transportation, Circulation and Parking

As noted in the Draft EIR, 21 intersections would be significantly impacted by the proposed project. However, all the intersection impacts could be reduced to a less than significant level with implementation of the identified mitigation measures discussed in Section IV.B of the Draft EIR. However, the City may choose not to implement some of these mitigation measures so as to further certain goals within the General Plan.

6.3 Air Quality

A number of individual projects in the City of Lodi may be under construction simultaneously with the proposed project (see list above). Depending on construction schedules and actual implementation of projects in the area, generation of fugitive dust and pollutant emissions during construction may result in short-term air pollutants, which would contribute to short-term cumulative air quality impacts. However, each individual project would be subject to SJVAPCD rules, regulations, and other mitigation requirements during construction.

Currently, the San Joaquin Valley is in non-attainment for ozone, PM₁₀ and PM_{2.5} standards. Construction of the proposed projects, in conjunction with other planned developments within the study area, would contribute to the non-attainment status. Thus, the proposed projects would exacerbate nonattainment of air quality standards within the San Joaquin Valley. Section IV.C, Air Quality, of the Draft EIR, includes a discussion of cumulative and future conditions related to air quality.

6.4 Noise

Implementation of the proposed project and cumulative projects would result in noise increase in the City of Lodi due to construction-period activity and increased traffic on City streets. However, noise increases associated with construction of the proposed project would be reduced to a less-than-significant level through the implementation of Mitigation Measure NOISE-1, which would restrict construction activities to daytime hours, reduce unnecessary idling of construction equipment, and require muffling of combustion engines. It is anticipated that cumulative projects in Lodi would incorporate these standard noise-reduction measures and that the project construction would not result in substantial adverse cumulative noise impacts. Cumulative traffic noise is discussed in Section IV.D, Noise, of the Draft EIR. Implementation of the proposed project would not be anticipated to significantly change noise levels.

6.5 Cultural and Paleontological Resources

Construction activities associated with the proposed project and cumulative projects could result in significant impacts to unidentified archaeological and paleontological resources, and human remains. However, like the proposed projects, the cumulative projects would be subject to extensive mitigation measures designed to protect unidentified cultural and paleontological resources. Such mitigation would include the monitoring of construction areas and ensuring that the recovery of human remains is reported to the proper authorities. With implementation of the proposed mitigation measures, the proposed projects would not result in any significant and unavoidable impact. The project would not contribute to any significant cumulative cultural and paleontological resources impact.

6.6 Geology, Soils and Seismicity

The potential cumulative impact for geology does not generally extend far beyond a project's boundaries, since geological impacts are confined to discrete spatial locations and do not combine to create an extensive cumulative impact condition. The exception to this generalization would occur where a large geologic feature (e.g., fault zone, massive landslide) might affect an extensive area, or where the development effects from the project could affect the geology of an off-site location. These circumstances are not present on the project site, and implementation of the project would not make a considerable contribution to a significant cumulative geologic impact.

6.7 Hydrology and Water Quality

The proposed project would result in an increase in impervious surface area and an increase in the amount of storm water generated on the project sites. Construction and operational impacts to stormwater that would result from implementation of the proposed project would be minimized through implementation of the SWPPP. The runoff from the project sites, in combination with other sites, could exceed the capacity of conveyance structures. The project applicant must incorporate design features and show the projects ability to contain and convey stormwater on the project site. It is anticipated that other cumulative projects in Lodi would be required to undergo the same water quality maintenance measures and would not result in cumulative adverse impacts to water quality.

6.9 Biological Resources

Impacts to biological resources from the proposed project would consist primarily of loss agricultural lands (row crops and orchards) and nonnative grassland, which provide foraging habitat for several special status species, and potential impacts to burrowing owl, Swainson's hawks nesting habitat, and seasonal wetlands. Except for the potential impacts to seasonal wetlands, impacts to biological resources resulting from project implementation will be offset through the City's implementation of the SJMSCP conservation strategy. The SJMSCP conservation strategy was developed in consideration of projected growth in San Joaquin County, and thus was developed to minimize cumulative impacts to SJMSCP covered species. In addition, other projects in the area with similar impacts to biological resources are also likely to implement the SJMSCP conservation strategy. Consequently, with implementation of the SJMSCP conservation strategy, the project will not result in significant cumulative impacts to SJMSCP covered species.

Potential project impacts to seasonal wetlands will be minor due to the small area affected, the low habitat value associated with the seasonal wetlands on the project site, and the proposed mitigation that will reduce impacts to a level less than significant. Consequently, although other projects in the area could result in impacts to similar wetlands, the project will not result in significant cumulative affect to seasonal wetlands.

6.10 Hazards and Hazardous Materials

As two of several residential developments within the City of Lodi, the project would contribute to increase in the generation of household hazardous wastes in the City. Implementation of the proposed projects would help to ensure that existing hazardous materials contamination on the project site is remediated. Given the residential nature of the proposed projects, it is unlikely that the project would involve the use or storage of large quantities of hazardous materials or waste. The proposed project would not result in significant cumulative hazardous materials impact.

6.11 Utilities

Development of the proposed project, in addition to other future development in the area would cumulatively increase the demand on utility providers and infrastructures in the project area. None of the various public services or utilities analyzed would experience significant impacts that could not be mitigated to a less-than-significant level. As such, no significant cumulative impact would result. A water analysis has determined that there is enough water to serve the proposed projects. Additionally, there is enough capacity within the City's wastewater system to serve the project site. The proposed project would require the construction of connections to the water system, wastewater system, and

storm drainage facilities. The project applicant would be required to pay its fair share to construct any improvements needed to serve the project, and would therefore not contribute to a cumulative impact.

6.12 Public Services

Development of the proposed project, in conjunction with planned future area development would cumulatively increase the demand on public services in the project area. None of the public services analyzed would experience significant unavoidable impacts with the implementation of mitigation measures. The proposed project includes a potential site for a future fire station and the City will fund additional fire department staff via the General Fund and other available revenue from the project. The project would result in need for additional police staff to meet service ratios. However, the police department currently does not meet service ratios, and the need for additional staff would result in a fiscal impact, not as a significant environmental impact. In addition to paying applicable school impact fees, acreage is provided within the SW Gateway site for school facilities. It is assumed that other cumulative projects would be required to pay school mitigation fees, which would reduce the cumulative impact to school services to a less-than-significant level.

6.13 Visual Resources

The proposed project would transform an area that is currently land in agricultural use to residential and public uses. This development would be considered similar in type and density to development immediately adjacent to the west. Removing land in agricultural production and replacing it with residential development would result in a significant and unavoidable visual impact. However, the City of Lodi General Plan identifies the project sites as areas to be developed. As such, the project site would not result in a significant cumulative visual impact.

6.13 Energy

Implementation of the proposed project would result in an increase in energy consumption. Demolition and construction activities associated with the project would result in the nonreversible use of energy resources such as fuel and bound energy in the form of construction materials. The installation of the new electrical substation, located on a parcel adjacent to the north portion of the SW Gateway site and south of Kettleman Lane, would be designed to accommodate the additional electrical demand of the proposed project. Energy conservation standards contained in the California Code of Regulations (Title 24) for new residential and commercial development would ensure that the new development would be designed to reduce wasteful, inefficient and unnecessary use of electricity.

Energy consumed for transportation would be subject to the fuel efficiency standards for vehicles in California, which are designed to reduce wasteful and inefficient energy use in private vehicles. The project would include pedestrian and bicycle design elements to further reduce the consumption of energy for transportation. The inclusion of parks and schools within walkable distances from the residential areas within the project sites would reduce vehicle miles traveled associated with the implementation of the proposed project.

The proposed project would result in an increase in demand for energy, but established State and federal standards are in place to curtail wasteful, inefficient and unnecessary use of energy.

SECTION 7: FEASIBILITY OF PROJECT ALTERNATIVES

7.1 Project Alternatives

The Draft EIR included four alternatives: the No Project/No Build Alternative, the Agricultural Residential Alternative, the Reduced Density Alternative, and the Increased High Density Alternative. Each of these alternatives focuses on the development of the Westside and SW Gateway project sites; it is assumed for each of these alternatives that the Other Areas to be Annexed would not be developed at this time.

The City Council hereby concludes that the Draft EIR sets forth a reasonable range of alternatives to the SW Gateway Project so as to foster informed public participation and informed decision making. The City Council finds that the alternatives identified and described in the Draft EIR were considered and further finds them to be infeasible for the specific economic, social, or other considerations set forth below pursuant to CEQA section 21081(c).

7.1.1 No Project/No Build Alternative. The No Project/No Build alternative assumes that the project sites would generally remain in their existing conditions and would not be subject to development. Under this alternative, the project sites would not be incorporated into the City of Lodi, and existing agricultural use of the project site would continue. There would be no structures constructed on the project sites, and all existing structures would remain. The schools, aquatic center, parks, and park basins would not be built.

Findings. The No Project/No Build alternative would not achieve any of the objectives for the SW Gateway projects. This alternative would not result in the significant unavoidable environmental impact related to implementation of the project. However, the No Project/No Build alternative would not result in the construction of any housing or recreational facilities. Therefore, the City rejects the No Project/No Build alternative.

7.1.2 Agricultural Residential Alternative. The Agricultural Residential alternative would retain the agricultural character of the project site, and would provide residential housing at a density of 1 unit per 20 acres. A density bonus would be granted which would allow 1 additional unit per 10 acres. This would result in a total of 60 units, with approximately 20 units on the Westside site and 40 units on the SW Gateway site. Agricultural uses would still occur on the project site, but the acreage would be reduced so as to accommodate the 60 units. Both the Westside and SW Gateway sites would be annexed by the City of Lodi.

This alternative would not include the construction of any schools on the project site. The aquatic center and some park area would be incorporated into the project site. However, no park/basins would be included on the project sites.

Findings. The Agricultural Residential alternative would not achieve the following objectives of the proposed project:

Southwest Gateway Project.

- Develop a diversity of high quality housing types to meet housing needs within the City of Lodi.

- Provide affordable housing options within the City of Lodi.
- Develop a school site that would serve future residents of the proposed project as well as other Lodi residents.
- Develop an “open space pedestrian/bicycle spine” within the project site that connects to recreational and pedestrian amenities further south of the project site.
- Provide adequate basin capacity for storm water detention.

The alternative would result in the creation of significantly fewer housing units and recreational facilities. Additionally, this alternative would not provide school sites or the same amount of recreational facilities. Therefore, the City rejects the Agricultural Residential Alternative.

7.1.3 The Reduced Density Alternative. The Reduced Density alternative would reduce the density of the SW Gateway project and develop the Westside project site as the proposed project would. The SW Gateway site would have approximately 681 low density homes, which would average three units per gross acre. The SW Gateway site would include approximately 30 acres of parks and park/basins, but would not include a school site.

Findings. The Reduced Density Alternative would not achieve the following objectives for the SW Gateway project:

- Develop a diversity of high quality housing types to meet housing needs within the City of Lodi.
- Provide affordable housing options within the City of Lodi.
- Develop a school site that would serve future residents of the proposed project as well as other Lodi residents.
- Provide adequate basin capacity for storm water detention.

When compared to the proposed project, the Reduced Density alternative would result in a reduction in the number of units and number of school sites. Therefore, the City rejects the Reduced Density Alternative.

7.1.4 Increased High-Density Alternative. This alternative would change the mix of housing units on both the Westside and SW Gateway sites. These sites would have low density units at a density of 3 dwelling units per acre, and high density units at a density of 25 dwelling units per acre. This would result in 717 low density units and 1,600 high density units, for a total of 2,317 units. There would be no medium density units incorporated into the project sites. The SW Gateway site would include the following components: 459 low density units (153 acres); 1,000 high density units (40 acres); one school site; and 30 acres of parks and park/basins.

Findings. The Increased High-Density alternative would meet all the objectives and would result in a total of 2,317 units. However, this alternative would not provide any medium density housing options. The Housing Element discusses the desire for a mixed of residential land uses, which this alternative would not provide. Therefore, the City rejects the Increased High-Density alternative.

7.2 Environmentally Superior Alternative

CEQA requires the identification of the environmentally superior alternative in an EIR. Of the four alternatives analyzed above, the No Project/No Build alternative is considered the environmentally superior alternative in the strict sense that the environmental impacts associated with its implementation would be the least of all the scenarios examined (including the proposed project). While this alternative would be environmentally superior in the technical sense that contribution to these aforementioned impacts would not occur, this alternative would not meet many of the project objectives.

In cases like this where the No Project/No Build alternative is the environmentally superior alternative, CEQA requires that the second most environmentally superior alternative be identified. The Agricultural Residential alternative would be considered the second most environmentally superior alternative. Under this alternative, there would be a reduction in potential land use impacts as the majority of the site would remain in agricultural production. This alternative would result in significantly fewer trips, and associated air quality emission, than compare to the proposed project. As there would be limited development on the site, the potential impact to biological resources and water quality would be reduced. Additionally, this alternative would create significantly reduced demand on public services and utilities than the proposed project. However, this project would not meet the project objectives of providing increased residential opportunities in the City of Lodi, as well as providing parks and public facilities.

Findings. The City finds that the Agricultural Residential alternative would be environmentally superior to the project, but would not provide increased residential opportunities in the City of Lodi or provide parks and public facilities. Additionally, specific economic, legal, social, technological, or other considerations make this alternative infeasible. Therefore, the City rejects these alternatives, and further adopts the specific overriding considerations found in Section 8.

SECTION 8: STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a project against its unavoidable risks when determining whether to approve a project. If the specific economic, legal, social, technological or other benefits of the project outweigh the unavoidable adverse environmental effects, those effects may be considered acceptable.⁴ CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the EIR or elsewhere in the administrative record.⁵

In accordance with the requirements of CEQA and the *CEQA Guidelines*, the City finds that the mitigation measures identified in the Final EIR and the Mitigation Monitoring and Reporting Program, when implemented, avoid or substantially lessen many of the significant effects identified in the Draft and Final EIR. To the extent any mitigation measures recommended in the EIR and/or proposed project could not be incorporated, such mitigation measures are infeasible because they would impose restrictions on the project and would prohibit realization of specific economic, social,

⁴ *CEQA Guidelines*, Section 15093(a)

⁵ *CEQA Guidelines*, Section 15093(b)

and other benefits that this City Council finds outweigh the unmitigated impacts. The City Council further finds that except for the proposed project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of project objectives and/or of specific economic, social and other benefits the City Council finds outweigh any environmental benefits of the alternatives.

Nonetheless, several significant impacts of the project are unavoidable even after incorporation of all feasible mitigation measures. The significant unavoidable impacts are identified and discussed in Section 4 of these Findings. The City further specifically finds that notwithstanding the disclosure of the significant unavoidable impact, there are specific overriding economic, legal, social, and other reasons for approving this project. Those reasons are as follows:

- a. The project will develop a diversity of high quality housing types to meet housing needs within the City of Lodi.
- b. The project will provide affordable housing options within the City of Lodi
- c. The project will provide park areas and recreational uses and funding therefore that help meet park standards within the City of Lodi.
- d. The project will included a school site that would serve future residents of the proposed project as well as other Lodi residents.
- e. The project will develop an “open space pedestrian/bicycle spine” within the project sites that connects to potential recreational and pedestrian amenities further south of the project site.
- f. The project will provide adequate basin capacity for storm water detention.
- g. The project will ensure orderly development pursuant to LAFCO standards.
- h. The project will avoid creation of a County island.
- i. The project will facilitate future residential development of these parcels within the City’s jurisdiction.
- j. The project will generate revenue for the City. The City finds that property taxes from residential areas are important to the City’s revenues in order to maintain and provide services to the community. In addition, the Community Facilities District (CFD) created for this project would insure that the City is not overburdened by public services associated with this project.

On balance, the City finds that there are specific considerations associated with the project that serve to override and outweigh the project’s significant unavoidable effects. Therefore, pursuant to *CEQA Guidelines* Section 15093(b), the adverse effects of the project are considered acceptable.

ATTACHMENT B

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION AND MONITORING REPORTING PROGRAM

This Mitigation and Monitoring Reporting Program (MMRP) lists the mitigation measures recommended in the Lodi Annexation EIR for the proposed projects and identifies monitoring schedule, mitigation responsibility, and monitoring procedures. Monitoring and reporting details are only provided for mitigation measures necessary to avoid or reduce significant impacts of the project.

Table 1 presents the mitigation measures identified for the project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, CULT-3 is the third mitigation measure identified in the Cultural and Paleontological Resources analysis.

The first column of Table 1 provides the mitigation measure(s) as identified in Chapter IV of the Draft EIR for the proposed project. The second column identifies the monitoring schedule. The third column, "Mitigation Responsibility," identifies the party(ies) responsible for carrying out the required action(s). The fourth column, "Monitoring Procedures," identifies the party(ies) ultimately responsible for ensuring that the mitigation measure is implemented.

Table 1: Mitigation Monitoring and Reporting Program

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
A. LAND USE, AGRICULTURE AND PLANNING POLICY					
<p><u>LU-1</u>: To reduce agricultural/residential land use incompatibilities, the following shall be required:</p> <p>a. The applicant shall inform and notify prospective buyers in writing, prior to purchase, about existing and on-going agricultural activities in the immediate area in the form of a disclosure statement. The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, et cetera. The language and format of such notification shall be reviewed and approved by the City Community Development Department prior to recordation of final map(s). Each disclosure statement shall be recorded at the County Recorder's Office and acknowledged with the signature of each prospective owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to-Farm Ordinances.</p> <p>b. The conditions of approval for the tentative map(s) shall include requirements ensuring the approval of a suitable design and the installation of a landscaped open space buffer area, fences, and/or walls around the perimeter of the project site affected by the potential conflicts in land use to minimize conflicts between project residents, non-residential uses, and adjacent agricultural uses prior to occupancy of adjacent houses.</p> <p>c. Prior to recordation of the final map(s) for homes adjacent to existing agricultural operations, the applicant shall submit a detailed wall and fencing plan for review and approval by the Community Development Department.</p>	Prior to approval of Tentative Map(s) and recordation of the Final Map(s)	Applicant	<p>The project applicant shall prepare:</p> <p>a) A disclosure notification regarding the existing agricultural activities which must be reviewed and approved by the Community Development Department and signed by each prospective owner;</p> <p>b) Tentative maps that show suitable design and installation of a landscaped open space buffer area, fences, and/or walls that minimize conflicts between residential uses and existing agricultural operations; and</p> <p>c) A detailed wall and fencing plan for review and approval by the Community Development Department.</p>		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<p><u>LU-2</u>: Prior to issuance of a building permit after the first quarter of the combined building permits for the Westside and SW Gateway have been approved, the applicant shall provide and undertake a phasing and financing plan (to be approved by the City Council) for one of the following mitigation measures:</p> <p>(1) Identify approximately <u>one acre of prime farmland</u> for <u>every acre of prime farmland developed</u> (currently not protected or within an easement) to protect for a period of time to be determined (but not less than 15 years) as an agricultural use in a location as determined appropriate by the City of Lodi in consultation with the Central Valley Land Trust; or</p> <p>(2) Pay a fee equal to the value of <u>the converted prime farmland</u> as determined by an independent qualified consultant retained by the City in consultation with the Central Valley Land Trust. The City will determine to whom the fee shall be paid.</p>	Prior to issuance of a building permit after the first quarter of the combined Westside and SW Gateway building permits have been approved.	Applicant	<p>The applicant shall either:</p> <p>1) Identify prime farmland to protect for at least 15 years that is determined appropriate by the City of Lodi, or</p> <p>2) Pay a fee, equal to the value of <u>the converted</u> acres, to the Central Valley Land Trust</p>		
<p><u>LU-3</u>: The applicant shall pay all fees associated with terminating a Williamson Act Contract.</p>	Prior to issuance of building permits for structures on parcels with active Williamson Act Contracts	Applicant	The applicant shall pay all fees associated with terminating a Williamson Act contract		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
B. TRAFFIC AND CIRCULATION					
<p>TRANS-1: Each of the following mitigation measures shall be implemented to reduce the project's impact on the identified 15 intersections:</p> <p><u>1a:</u> Mitigation Measure AIR-2 identifies measures recommended by the SJVAPCD's "Guide for Assessing and Mitigating Air Quality Impacts" to reduce vehicle trips and associated air quality impacts. Implementation of the same measures would also reduce associated traffic impacts. The following are considered to be feasible and effective in further reducing vehicle trip generation and resulting emissions from the project and shall be implemented to the extent feasible and desired by the City:</p>	Prior to Tentative Subdivision Map approval	Applicant	<p>The project applicant shall:</p> <ol style="list-style-type: none"> 1) Implement the identified vehicle trip generation and resulting emission desired by the City; and 2) Prepare a Traffic Mitigation Implementation and Financing Plan (for review and approval by the City/City Council) and implement the identified improvements. 		
<ul style="list-style-type: none"> • Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage. • Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking. • Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turn-outs/bulbs. • Provide park and ride lots. <p>The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. Such a reduction would help minimize the project's impact.</p> <p><u>1b:</u> The implementation of each of the improvements listed in Table IV.B-6 would reduce the impacts to the identified 15 intersections to a less-than-significant level. To mitigate these impacts, the project applicant shall prepare</p>					

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2), who will be responsible for implementing the improvement, the applicant's fair share contribution towards the improvement, how the improvement will be funded including a reimbursement program where appropriate; and the schedule or trigger for initiating and completing construction prior to the intersection operation degrading to an unacceptable level. The Plan may include an annual monitoring program of the intersections as a method for					

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<p>determining the schedule for implementing each improvement. The Plan shall take into account whether an improvement is already programmed and/or funded in a City or County program (i.e., Lodi Development Impact Mitigation Fee Program, San Joaquin County Regional Transportation Impact Fee, Measure K (existing or renewal program), and San Joaquin Council of Governments Regional Transportation Improvement Program). If an improvement is included in one or more of these programs, the Plan needs to consider whether the programs schedule for the improvement will meet the needs of the project and if not identify alternatives. The Plan shall be submitted to City staff for review and City Council approval prior to submittal of a Tentative Subdivision Map application.</p> <p>Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's impact on existing conditions to a less-than-significant level. However, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange). As a result, the project's impact at some intersections may be significant and unavoidable if the City chooses not to implement the recommended mitigation measure.</p>					
<p><u>TRANS-2:</u> Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's contribution to Cumulative condition to a less-than-significant level at the 19 intersections that would be significantly impacted in the 2030 Cumulative condition. For the intersections that could be mitigated to a less-than significant level, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to</p>	Prior to Tentative Subdivision Map approval	Applicant	<p>The project applicant shall:</p> <ol style="list-style-type: none"> 1) Implement the identified vehicle trip generation and resulting emission desired by the City; and 2) Prepare a Traffic Mitigation Implementation and Financing Plan (for review and 		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange).			approval by the City/City Council) and implement the identified improvements.		
C. AIR QUALITY					
<p><u>AIR-1a:</u> Consistent with Regulation VIII, Fugitive PM₁₀ Prohibitions of the SJVAPCD, the following controls are required to be implemented at all construction sites and as specifications for the project.</p> <ul style="list-style-type: none"> • All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover. • All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. • All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking. • With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition. • When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained. 	During demolition, grading and construction	Construction Manager	City of Lodi Building Division staff, as appropriate, shall periodically consult with construction representatives to ensure they comply with this requirement.		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<ul style="list-style-type: none"> All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.) Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emission utilizing sufficient water or chemical stabilizer/suppressant. Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday. Any site with 150 or more vehicle trips per day shall prevent carryout and trackout. <p><u>Additional Control Measures:</u> Construction of the project requires the implementation of control measures set forth under Regulation VIII. The following additional control measures would further reduce construction emissions and should be implemented with the project:</p> <ul style="list-style-type: none"> Limit traffic speeds on unpaved roads to 15 mph; Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than 1 percent; Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site; Install wind breaks at windward side(s) of construction area; Suspend excavation and grading activity when winds exceed 20 mph (regardless of windspeed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation); 					

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<ul style="list-style-type: none"> Limit area excavation, grading, and other construction activity at any one time; Install baserock at entryways for all exiting trucks, and wash off the tires or tracks of all trucks and equipment in designated areas before leaving the site; and Suspend excavation and grading activity when winds (instantaneous gusts) exceed 20 mph. <p><u>AIR-1b</u>: The following construction equipment mitigation measures are to be implemented at construction sites to reduce construction exhaust emissions:</p> <ul style="list-style-type: none"> Use electric equipment for construction whenever possible in lieu of fossil fuel-fired equipment; Properly and routinely maintain all construction equipment, as recommended by the manufacturer manuals, to control exhaust emissions; Shut down equipment when not in use for extended periods of time to reduce emissions associated with idling emissions; Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use; and Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways, and "Spare The Air Days" declared by the District. <p>Implementation of these mitigation measures would reduce construction period air quality impacts to a less-than-significant level.</p>					

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<p><u>AIR-2:</u> The SJVAPCD's "Guide for Assessing and Mitigating Air Quality Impacts" identifies potential mitigation measures for various types of projects. The Guide identifies a number of measures to further reducing vehicle trip generation and resulting emissions. The following measures shall be implemented to the extent feasible (it is noted that many of these features are already incorporated into the project).</p> <ul style="list-style-type: none"> • Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage. • Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking. • Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs. • Provide park and ride lots. <p>The plans for each phase of the proposed project shall implement these measures to the extent feasible and appropriate. The implementation of an aggressive trip reduction program with the appropriate incentives for non auto travel can reduce project impacts by approximately 10 to 15 percent. A reduction of this magnitude could reduce emissions, however, ozone precursors would still exceed the significance thresholds. There is no mitigation available with currently feasible technology to reduce the project's regional air quality impact by an additional 50 percent to a less-than-significant level. Therefore, the project's regional air quality impacts would remain significant and unavoidable.</p>	Prior to tentative map approval	Applicant	City staff verifies that reduced vehicle trip generation measures have been incorporated into the Tentative Map.		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
D. NOISE					
<u>NOI-1a</u> : Construction activities would need authorization under City issuance of construction permits before any work could commence on-site. Construction activities shall be limited to the hours of 7:00 a.m. to 10:00 p.m. Monday through Sunday, consistent with the City’s Ordinance.	During demolition, grading and construction	Construction Manager	City staff verifies that construction activities occur during the allowed hours of construction activities.		
<u>NOI-1b</u> : All stationary noise generating construction equipment, such as air compressors and portable power generators, shall be located as far as practical from existing residences. By meeting the hours of construction timeframe and minimizing noise from stationary construction equipment, the project will not result in a substantial temporary or periodic increase in ambient noise levels.					
<u>NOI-2a</u> : A 6-foot-high sound wall shall be constructed along the rear property line of all lots adjacent to Kettleman Lane, Lower Sacramento Road and Harney Lane.	Prior to issuance of a certificate of occupancy	Construction Manager	City staff shall verify that identified mitigation measures have been incorporated into the project plans.		
<u>NOI-2b</u> : Mechanical ventilation (such as air conditioning) shall be installed in the proposed residential units adjacent to Kettleman Lane, Lower Sacramento Road and Harney Lane so that the windows can remain closed for prolonged periods of time.					
<u>NOI-2c</u> : Windows with a minimum STC rating of STC-32 shall be installed in all units directly exposed to Kettleman Lane, Lower Sacramento Road and Harney Lane.					
<u>NOI-2d</u> : A sound barrier with a minimum height of 5 feet is recommended for all upper floor outdoor use areas directly adjacent to Kettleman Lane, Lower Sacramento Road and Harney Lane. Should the City determine that sound wall and sound barriers are not appropriate or feasible for the proposed project, the impact would be considered significant and unavoidable.					
E. CULTURAL AND PALEONTOLOGICAL RESOURCES					
<u>CULT-2</u> : If prehistoric or historic archaeological materials are encountered during project activities, all work within 25	During demolition, grading, and construc-	Construction Manager	City staff shall visit the site and review findings should prehis-		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
feet of the discovery shall be redirected and a qualified archaeologist contacted to evaluate the finds and make recommendations. It is recommended that adverse effects to such deposits be avoided by project activities. If such deposits cannot be avoided, they shall be evaluated for their eligibility	tion		toric or historic archaeological materials be identified onsite.		
for listing on the California Register (i.e., it shall be determined whether they qualify as historical or unique archaeological resources under CEQA). If the deposits are not eligible, avoidance is not necessary. If the deposits are eligible, they shall be avoided by adverse effects, or, if avoidance is not feasible, the adverse effects shall be mitigated. Mitigation may include, but is not limited to, thorough recording on Department of Parks and Recreation form 523 records (DPR 523) or data recovery excavation. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work, and a report of findings shall be submitted to FCB, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)).					
<u>CULT-3</u> : Prior to the implementation of any future discretionary project within the Other Areas to be Annexed, a cultural resources field survey shall be conducted. If cultural resources are identified in the additional annexation parcels, it is recommended that such resources be documented on the appropriate DPR 523 forms and that adverse effects to such resources be avoided by project activities. If impacts to cultural resources cannot be avoided, they shall be evaluated for their eligibility for listing in the California Register (i.e., it shall be determined whether they qualify as historical or unique archaeological resources under CEQA). If the resource(s) is not eligible, avoidance is not necessary. If the resource(s) is eligible, adverse effects shall be avoided, or, if avoidance is not feasible, the adverse effects shall be mitigated. Mitigation may include, but is not limited to, Historic American Buildings Survey (HABS) documentation for built	Prior to any discretionary project within the Other Area to be Annexed	Project Applicant	City staff shall review field survey results and shall verify proper documentation and action should cultural resources be identified.		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
environment resources and data recovery excavation for archaeological sites. If data recovery excavation is appropriate, the excavation must be guided by a data recovery plan prepared and adopted prior to beginning the data recovery work, and a report of findings shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center (CCR Title 14(3) §15126.4(b)(3)(C)).					
<p>CULT-4: If human remains are encountered, work within 25 feet of the discovery will be redirected and the County Coroner notified immediately. At the same time, an archaeologist will be contacted to assess the situation. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report shall be submitted to the project applicant, the City of Lodi, and the Central California Information Center.</p> <p>It is anticipated that implementation of Mitigation Measure CULT-4 will reduce impacts to human remains to less-than-significant levels.</p>	During demolition, grading and construction	Construction Manager	City staff shall review and verify that proper documentation and actions should human remains be identified.		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<u>CULT-5</u> : If ground disturbing activity is anticipated below the project area soil layer, the initial ground disturbance below that depth in geologic units shall be monitored by a qualified paleontologist. Subsequent to monitoring this initial ground disturbance, the qualified paleontologist will make recommendations regarding further monitoring based on the initial findings. This can include, but is not limited to, continued monitoring, periodic reviews of ground disturbance below project area soil layers, or no further monitoring.	During ground disturbing activities below the project area soil layer	Project Paleontologist	City staff shall verify that pre-field monitoring preparation has occurred and that the recommendations have been incorporated into the proposed project.		
Pre-field monitoring preparation by a qualified paleontologist shall take into account specific details of project construction plans as well as information from available paleontological, geological, and geotechnical studies. Limited subsurface investigations may be appropriate for defining areas of paleontological sensitivity prior to ground disturbance.					

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<p>If paleontological resources are encountered during project activities, all work within 25 feet of the discovery shall be redirected until the paleontological monitor has evaluated the resources, prepared a fossil locality form documenting them, and made recommendations regarding their treatment. If paleontological resources are identified, it is recommended that such resources be avoided by project activities. Paleontological monitors must be empowered to halt construction activities within 25 feet of the discovery to review the possible paleontological material and to protect the resource while it is being evaluated. If avoidance is not feasible, adverse effects to such resources shall be mitigated. Mitigation can include data recovery and analysis, preparation of a report and the accession of fossil material recovered to an accredited paleontological repository, such as the UCMP.</p> <p>Monitoring shall continue until, in the paleontologist's judgment, paleontological resources are no longer likely to be encountered. Upon project completion, a report shall be prepared documenting the methods and results of monitoring. Copies of this report shall be submitted to the project applicant, the City of Lodi Planning Department, and to the repository where fossils are accessioned.</p>					
F. GEOLOGY, SOILS AND SEISMICITY					
<p><u>GEO-1a:</u> Each project's conditions of approval shall require the project be designed according to the most recent CBC and UBC Seismic Zone 3 requirements, applicable local codes, and be in accordance with the generally accepted standard for geotechnical practice for seismic design in Northern California.</p> <p><u>GEO-1b:</u> Prior to the approval of grading plans, the project applicant shall perform design-level geotechnical investigations and incorporate all recommendations into the project construction documents and grading plans.</p>	Prior to approval of grading plans	Project Architect/Engineer	The City staff shall verify that the project meets the most recent CBC and UBC Seismic 3 requirements, and that the design-level geotechnical investigation recommendations are incorporated into the construction and grading plans		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<u>GEO-2:</u> If the project includes buried metal components, a corrosion engineer shall be retained to design corrosion protection systems appropriate for the project sites to be approved by the Community Development Department.	Prior to issuance of a building permit	Project Engineer	City staff shall verify that a design corrosion protections system has been incorporated into the proposed project, if required.		
<u>GEO-3:</u> Prior to issuance of a building permit for the SW Gateway site, the project applicant shall include the over-excavation and replacement of the undocumented fills in accordance with the earthwork, grading, filling and compaction recommendations of the Preliminary Geotechnical Investigation of the Gateway Residential Development in Lodi, preformed by Lowney Associates, November 12, 2004.	Prior to issuance of a building permit for the SW Gateway Project	Construction Manager/ Project Engineer	Prior to issuance of a building permit, City staff shall verify that undocumented fill has been removed from the project site in accordance with the recommendations of the Preliminary Geotechnical Investigation of the Gateway Residential Development in Lodi, preformed by Lowney Associates, November 12, 2004.		
G. HYDROLOGY AND WATER QUALITY					
<u>HYD-1:</u> Implementation of the following two-part mitigation measure would reduce potential impacts associated with increased peak runoff volumes to a less-than-significant level: <u>1a:</u> As a condition of approval of the final grading and drainage plans for the projects, the Public Works department shall verify that the Master Utility Plan for the Westside and SW Gateway sites will comply with the City's stormwater requirements. <u>1b:</u> Prior to the approval of the final grading and drainage plans for the SW Gateway and Westside projects and any subsequent development applications that may be proposed for the Other Areas to be Annexed, a hydraulic analysis shall be provided to the Public Works Department for verification that implementation of the proposed drainage plans would comply with the City's storm water requirements.	Prior to approval of final grading and drainage plans	Project Applicant/Project Engineer	City staff shall verify that the Master Utility Plan complies with the City's storm water requirements		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<p><u>HYD-2:</u> The project proponent for each development project shall prepare a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential impacts to surface water quality through the construction period of the project. The SWPPP must be maintained on-site and made available to City inspectors and/or RWQCB staff upon request. The SWPPP shall include specific and detailed BMPs designed to mitigate construction-related pollutants. At minimum, BMPs shall include practices to minimize the contact of construction materials, equipment, and maintenance supplies (e.g., fuels, lubricants, paints, solvents, adhesives) with storm water. The SWPPP shall specify properly designed centralized storage areas that keep these materials out of the rain.</p>	Prior to Construction	Project Applicant/Project Engineer	The City Public Works Department shall review and approve the SWPPP and drainage plan prior to approval of the grading plan.		
<p>An important component of the storm water quality protection effort is the knowledge of the site supervisors and workers. To educate on-site personnel and maintain awareness of the importance of storm water quality protection, site supervisors shall conduct regular tailgate meetings to discuss pollution prevention. The frequency of the meetings and required personnel attendance list shall be specified in the SWPPP.</p> <p>The SWPPP shall specify a monitoring program to be implemented by the construction site supervisor, which must include both dry and wet weather inspections. In addition, in accordance with State Water Resources Control Board Resolution No. 2001-046, monitoring would be required during the construction period for pollutants that may be present in the runoff that are "not visually detectable in runoff." RWQCB and/or City personnel, who may make unannounced site inspections, are empowered to levy considerable fines if it is determined that the SWPPP has not been properly prepared and implemented.</p> <p>BMPs designed to reduce erosion of exposed soil may include, but are not limited to: soil stabilization controls, watering for dust control, perimeter silt fences, placement of hay bales, and sediment basins. The potential for erosion is generally increased if grading is performed during the rainy</p>					

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
season as disturbed soil can be exposed to rainfall and storm runoff. If grading must be conducted during the rainy season, the primary BMPs selected shall focus on erosion control; that is, keeping sediment on the site. End-of-pipe sediment control measures (e.g., basins and traps) shall be used only as secondary measures. If hydroseeding is selected as the primary soil stabilization method, then these areas shall be seeded by September 1 and irrigated as necessary to ensure that adequate root development has occurred prior to October 1. Entry and egress from the construction site shall be carefully controlled to minimize off-site tracking of sediment. Vehicle and equipment wash-down facilities shall be designed to be accessible and functional during both dry and wet conditions.					
The City Public Works Department shall review and approve the SWPPP and drainage plan prior to approval of the grading plan. City staff may require more stringent storm water treatment measures, at their discretion. Implementation of this mitigation would reduce the level of significance of this impact to a less-than-significant level.					
<u>HYD-3</u> : Each SWPPP shall include provisions for the proper management of construction-period dewatering. At minimum, all dewatering shall be contained prior to discharge to allow the sediment to settle out, and filtered, if necessary to ensure that only clear water is discharged to the storm or sanitary sewer system, as appropriate. In areas of suspected groundwater contamination (i.e., underlain by fill or near sites where chemical releases are known or suspected to have occurred), groundwater shall be analyzed by a State-certified laboratory for the suspected pollutants prior to discharge. Based on the results of the analytical testing, the project proponent shall acquire the appropriate permit(s) from the RWQCB prior to the release of any dewatering discharge into the storm drainage system.	Prior to construction	Project Engineer	The City Public Works Department shall review and approve the SWPPP to ensure proper provisions for dewatering, and that protocol for dewatering is followed.		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<p>Section IV.I, Hazards and Hazardous Materials, of this EIR, includes a discussion of the Remediation Action Plan (RAP) and Health and Safety Plan (HSP) for the site.</p> <p>Implementation of Mitigation Measure HAZ-4a, HAZ-4B, HAZ-4c, HAZ-4d, and HAZ-4e would ensure the safety of construction workers from hazardous concentrations of contaminants from soil and groundwater.</p> <p>Proper implementation of the mitigation measure described above would reduce this impact to a less-than-significant level.</p>					
H. BIOLOGICAL RESOURCES					
<p>BIO-1: Implementation of these measures will reduce impacts to western burrowing owl to a less than significant level.</p> <p><u>1a:</u> Prior to approval of grading plans, the project proponent shall pay the appropriate fees to SJCOG, in accordance with the SJMSCP conservation strategy, for conversion of undeveloped lands.</p> <p><u>1b:</u> No more than 30 days prior to any ground disturbing activities, a qualified biologist shall conduct surveys for burrowing owls. If ground disturbing activities are delayed or suspended for more than 30 days after the initial preconstruction surveys, the site shall be resurveyed. All surveys shall be conducted in accordance with CDFG's Staff Report on Burrowing Owls (CDFG, 1995).</p> <p><u>1c:</u> If the preconstruction surveys identify burrowing owls on the site during the non-breeding season (September 1 through January 31) burrowing owls occupying the project site shall be evicted from the project site by passive relocation as described in the CDFG's Staff Report on Burrowing Owls (CDFG, 1995).</p>	Prior to approval of grading plans and prior to ground disturbing activities	Project Applicant/ Project Biologist	City staff shall verify the payment of appropriate fees by the project applicants. City of Lodi staff, as well as a qualified biologist, shall review project construction activities and periodically consult with construction representatives to ensure they comply with this requirement. City of Lodi staff shall undertake additional coordination with the CDFG, if necessary.		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<u>1d</u> : If the preconstruction surveys identify burrowing owls on the site during the breeding season (February 1 through August 31) occupied burrows shall not be disturbed and shall be provided with a 75 meter (250-foot) protective buffer until and unless the SJMSCP Technical Advisory Committee (TAC), with the concurrence of CDFG representatives on the TAC; or unless a qualified biologist approved by CDFG verifies through non-invasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. Once the fledglings are capable of independent survival, the burrow(s) can be destroyed.					
<u>BIO-2</u> : Implementation of these measures will reduce impacts to nesting Swainson's hawk and other nesting raptors to a less-than-significant level. <u>2a</u> : Prior to approval of grading plans, the project proponent shall pay the appropriate fees to SJCOG, in accordance with the SJMSCP conservation strategy, for conversion of undeveloped lands. <u>2b</u> : Removal of suitable nest trees shall be completed during the non-nesting season (when the nests are unoccupied), between September 1 and February 15. <u>2c</u> : If suitable nest trees will be retained and ground disturbing activities will commence during the nesting season (February 16 through August 31), all suitable nest trees on the site will be surveyed by a qualified biologist prior to initiating construction-related activities. Surveys will be conducted no more than 14 days prior to the start of work. If an active nest is discovered, a 100-foot buffer shall be established around the nest tree and delineated using orange construction fence or equivalent. The buffer shall be maintained in place until the end of the breeding season or until the young have fledged, as determined by a qualified biologist.	Prior to approval of grading plans	Project Applicant/ Project Biologist	City staff shall verify the payment of appropriate fees by the project applicants. City of Lodi staff, as well as a qualified biologist, shall review project construction activities and periodically consult with construction representatives to ensure they comply with this requirement. City of Lodi staff shall undertake additional coordination with the CDFG, if necessary.		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<p>In some instances, CDFG may approve decreasing the specified buffers with implementation of other avoidance and minimization measures (e.g., having a qualified biologist on-site during construction activities during the nesting season to monitor nesting activity). If no nesting is discovered, construction can begin as planned. Construction beginning during the non-nesting season and continuing into the nesting season shall not be subject to these measures.</p> <p><u>2d</u>: If future development of the Other Areas to be Annexed will result in the removal of suitable nest trees for Swainson's hawk or other raptors, Mitigation Measures BIO-3a through BIO-3c shall be implemented.</p>					
<p>BIO-3: Implementation of the following mitigation measures will reduce impacts to wetlands (i.e., vernal marsh) to less-than-significant levels.</p> <p><u>3a</u>: Wetlands permanently impacted during construction (approximately 0.02 acres) shall be mitigated through preservation, creation and/or restoration of the impacted resources at a minimum ratio of 1:1. If permits are required by ACOE and/or RWQCB, specific mitigation requirements, if different than described above, shall also become a condition(s) of project approval.</p> <p><u>3b</u>: Prior to approval of grading plans, the applicant shall obtain any regulatory permits required from the ACOE and/or RWQCB.</p> <p><u>3c</u>: Prior to development of the Other Areas to be Annexed, a formal delineation shall be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual (Routine Method). If wetlands or other jurisdictional waters are identified on the site and will be affected by development, Mitigation Measures BIO-3a and BIO-3b shall be implemented.</p>	Prior to construction	Project Applicant/ Project Biologist	City staff shall verify that wetland impacts of been mitigated, and that the applicant has acquired the appropriate regulatory permits.		
I. HAZARDS AND HAZARDOUS MATERIALS					

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<u>HAZ-1:</u> Preparation and implementation of the required SWPPP (see Mitigation Measures HYD-2 and HYD-3) would reduce the potential impacts of hazardous materials releases during construction to a less-than-significant level. No additional mitigation is required.	Prior to approval of final grading and drainage plans	Project Applicant/Project Engineer	City staff shall verify that an SWPPP has been prepared and implemented.		
<u>HAZ-2:</u> As a condition of approval for grading plans for SW Gateway project site, the applicant shall be required to test the soils beneath the stained asphalt floor of the older storage building and complete any clean-up necessary to remediate any identified contamination to an acceptable level.	Prior to approval of grading plans for the SW Gateway project site	Project Engineer	City staff shall verify that specific soil sampling and remediation has occurred.		
<u>HAZ-3:</u> Prior to the approval of any specific development projects on the Other Areas to be Annexed, the project applicant shall provide the City with an environmental investigation, as necessary, to ensure that soils, groundwater, and buildings affected by hazardous material releases from prior land uses, and lead and asbestos potentially present in building materials, would not have potential to affect the environment or health and safety of future property owners or users.	Prior to approval of development projects on Other Areas to be Annexed	Applicant/Project Engineer	City staff shall verify that the appropriate environmental investigations and remediation has occurred.		
<u>HAZ-4:</u> Implementation of the following five-part mitigation measure would reduce these risks to less-than-significant levels. <u>4a:</u> Prior to the issuance of any demolition or building permits for the project site, a Risk Management Plan (RMP) shall be prepared for the project site. At a minimum, the RMP shall establish soil mitigation and control specifications for grading and construction activities at the site, including health and safety provisions for monitoring exposure to construction workers, procedures to be undertaken in the event that previously unreported contamination is discovered, and emergency procedures and responsible personnel. The RMP shall also include procedures for managing soils removed from the site to ensure that any excavated soils with contaminants are stored, managed, and disposed of in accordance with applicable regulations and permits. The RMP shall also	Prior to issuance of demolition or building permits	Applicant/Project Engineer	City staff shall verify that an RMP has been prepared and implemented.		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
include an Operations and Maintenance Plan component, to ensure that health and safety measures required for future construction and maintenance at the project site shall be enforced in perpetuity. The RMP shall include the following Mitigation Measures.					
<p><u>4b:</u> Prior the approval of a building permit, soil sampling and boring shall be done in the historic circular depression area in the western portion of APN 058-040-02 in order to determine the quality of the fill and to determine if hazardous materials are present below the surface. If the soils investigation determines that hazardous materials are present, they shall be removed and disposed of in accordance with applicable regulations.</p> <p><u>4c:</u> The soil samples collected from the equipment storage areas (and near the pesticide dispensers) were analyzed for Total Recoverable Petroleum Hydrocarbons (TRPH). Oil and grease were detected at elevated concentrations in both samples collected from the equipment storage areas; 12,000 ppm of oil and grease were detected near the 55-gallon waste oil drums east of the equipment storage buildings on APN 058-030-04 and at 38,000 ppm of oil and grease were detected near the waste oil drums in the southern portion of APN 058-030-04. Both concentrations detected are above the CVRWQCB threshold concentrations based on protection of ground water quality. The stained area is approximately 10 feet in diameter. Prior to the approval of the building permit, oil and grease stained soil in this area shall be removed and disposed in accordance with the recommendations of the Phase I/II.</p> <p><u>4d:</u> Six areas of APN 058-030-04 contain old equipment and various piles of debris and garbage, which can potentially leave lead based paint and other hazardous materials residue in the soils beneath the piles. No obvious soil staining was noticed beneath the piles of debris and garbage; however, soil beneath the piles could potentially contain lead based paint and other hazardous materials.</p>					

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
<p>As a condition of approval for a demolition permit for the buildings located on APN 058-030-04, the trash and debris shall be removed. Soils beneath the debris piles shall be tested for lead based paint residues and other possible hazardous materials. If it is determined that lead based paint or other hazardous materials are present in the soils beneath the piles, these soils shall be removed by a qualified lead abatement contractor and disposed of in accordance with existing hazardous waste regulations.</p> <p>4e: The truck scale observed on the eastside of APN 058-030-04 could have soils contaminated with hydraulic fluid, which may contain PCBs. Truck scales often used hydraulic fluid, which can contain PCBs, which can be released during spills and leaks. As a condition of approval for grading plans permit for the SW Gateway site, the soils shall be observed when the scales are removed to determine if there are indications of leakage. If it is determined that leakage has occurred, soils samples shall be collected for laboratory analysis. If it is determined that the soils are contaminated at levels beyond established threshold levels, the contaminated soils shall be removed in accordance with all applicable regulations.</p>					
<u>HAZ-5:</u> Prior to approval of any demolition or construction permits, ASTs, pesticides, waste oil, equipment maintenance chemicals, discarded trash and debris shall be removed from the individual project site and disposed in accordance with applicable regulations.	Prior to approval of any demolition or construction permits	Construction Manager	City staff shall verify that appropriate disposal of waste and debris has occurred.		
<u>HAZ-6:</u> Prior to approval of any grading plans or construction permits for each individual project, the wells and septic system shall be properly abandoned in accordance with applicable regulations.	Prior to approval of demolition or construction permits	Project Engineer	City staff shall verify that wells and septic systems have been properly abandoned.		
<u>HAZ-7:</u> Prior to approval of any demolition or construction permits for the project site, a geophysical survey shall be performed locate the possible UST. Drilling and soil sampling shall be conducted to determine if this UST may have contained petroleum hydrocarbons that may have leaked and	Prior to approval of demolition or construction permits	Project Engineer	City staff shall verify that geophysical survey has occurred and that the necessary sampling and removal for USTs has occurred.		

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
affected soil and ground water. Should the sampling indicate a release from the tank has occurred, additional investigation and remediation may be required by San Joaquin County EHD prior to case closure. If the UST is present, it shall be removed and backfilled with engineered fill prior to site development.					
<p>HAZ-8: Implementation of the following two-part mitigation measure would reduce this impact to a less-than-significant level.</p> <p>8a: As a condition of approval for a demolition permit for the project site buildings, an asbestos and lead-based paint survey shall be performed. If asbestos-containing materials are determined to be present, the materials shall be abated by a certified asbestos abatement contractor in accordance with the regulations and notification requirements of the San Joaquin Valley Air Quality Control District. If lead-based paints are identified, then federal and State construction worker health and safety regulations shall be followed during renovation or demolition activities. If loose or peeling lead-based paint are identified, they shall be removed by a qualified lead abatement contractor and disposed of in accordance with existing hazardous waste regulations.</p> <p>8b: As a condition of approval for grading plans for the project sites, an asbestos investigation of subsurface structures shall be conducted. If asbestos-containing materials are determined to be present, the materials shall be abated by a certified asbestos abatement contractor in accordance with the regulations and notification requirements of the San Joaquin Valley Air Quality Control District.</p>	Prior to issuance of a demolition permit	Project Applicant/ Project Engineer	City staff shall verify that an asbestos and lead-based paint survey has occurred and that the materials have been abated per applicable regulations.		
J. UTILITIES					
<i>There are no significant utility impacts.</i>					
K. PUBLIC SERVICES					
<i>There are no significant public services impacts.</i>					

Mitigation Measures	Mitigation Monitoring			Reporting	
	Monitoring Schedule	Mitigation Responsibility	Monitoring Procedure	Comments	Date/Initials
L. VISUAL RESOURCES					
<u>VIS-1</u> : No mitigation is available to reduce this significant and unavoidable impact.					
<u>VIS-2</u> : Outdoor lighting shall be designed to minimize glare and spillover to surrounding properties. The proposed project shall incorporate non-mirrored glass to minimize daylight glare.	Prior to issuance of building permits	Project Architect	City staff shall verify that non-mirrored glass is used in the construction of the proposed buildings.		

Source: LSA Associates, Inc., 2006.

"Clean version" ☐
Without attachments

Resolution

Certifying Final EIR - Southwest

RESOLUTION NO. 2006-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
CERTIFYING THE FINAL LODI ANNEXATION EIR (EIR-05-01),
ADOPTING FINDINGS AND STATEMENT OF OVERRIDING
CONSIDERATIONS, AND ADOPTING THE MTIGATION MONITORING
AND REPORTING PROGRAM FOR THE SOUTHWEST GATEWAY
ANNEXATION PROJECT.

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public meeting, as required by law, to consider the Final EIR (EIR-05-01); and

WHEREAS, the subject properties included in the evaluation are described as follows:

APN	OWNER	ADDRESS
SW Gateway Project		
058-030-09	252 E. St. Route 12 Highway	Carolyn Reichmuth
058-030-03	14509 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-04	14499 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-05	14433 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-06	14195 North Lower Sacramento Road	Howard Investments, LLC
058-040-01	14101 North Lower Sacramento Road	Schumacher Trust
058-040-02	13837 North Lower Sacramento Road	Schumacher Trust
058-040-04	13537 North Lower Sacramento Road	Schumacher Trust
058-040-05	13589 North Lower Sacramento Road	Schumacher Trust
058-040-14	No site address	Joey Tamura Trust
Other Areas to be Annexed		
058-230-04	13786 North Lower Sacramento Road	Tsugio Kubota
058-140-13	14320 North Lower Sacramento Road	M. Bill Peterson
058-140-12	14500 North Lower Sacramento Road	M. Bill Peterson
058-140-14	14620 North Lower Sacramento Road	Ruth Susan Peterson
058-140-04	14752 North Lower Sacramento Road	Dean and Sharon Frame Trust
058-140-11	777 East Olive Avenue	Zane Grever Trust
058-140-06	800 East Olive Avenue	Vernet and Charlene Herrmann Trust
058-140-07	844 East Olive Avenue	Santiago and Ramona Del Rio
058-140-08	890 East Olive Avenue	Frank Hall
058-140-05	865 East Olive Avenue	Santiago and Ramona Del Rio
058-140-09	908 East Olive Avenue	Santiago and Ramona Del Rio
058-140-10	930 East Olive Avenue	Leticia F. Amigable Etal

WHEREAS, on September 16, 2005, a Notice of Preparation was circulated notifying responsible agencies and interested parties that an EIR would be prepared, indicating the environmental topics that were anticipated to be addressed; and

WHEREAS, a Draft Environmental Impact Report (File No. EIR-05-01) was prepared in compliance with the California Environmental Quality Act of 1970, as amended, and the Guidelines provided there under; and

WHEREAS, a Notice of Completion for the Draft EIR was published in the Lodi News Sentinel and was posted at City Hall on April 17, 2006; and

WHEREAS, the Notice of Completion and copies of the Draft Environmental Impact Report were sent to Responsible Agencies and the State Office of Planning & Research (State Clearinghouse) on April 17, 2006; and

WHEREAS, a copy of the Draft Environmental Impact Report was kept on file for public review within the Community Development Department at 221 West Pine Street, Lodi, CA and the public library and posted on the City's website for a 45-day comment period commencing on April 17, 2006 and ending on May 26, 2006; and

WHEREAS, the City of Lodi Planning Commission received comments and testimony on the Draft EIR from the following individuals on May 10, 2006 at 7:00 pm at the Carnegie Forum, 305 West Pine Street, Lodi, CA: and

- Rick Gerlack
- Chairman Randy Heinitz
- Commissioner Doug Kuehne
- Commissioner Gina Moran
- Commissioner Bill Cummins

WHEREAS, the City received nine (9) comment letters in response to the Notice of Completion from the following agencies/persons: and

- | | |
|---|----------------|
| • Department of California Highway Patrol | May 4, 2006 |
| • Department of Conservation | May 26, 2006 |
| • Department of Transportation | May 25, 2006 |
| • Pacific Gas and Electric Company | May 26, 2006 |
| • Public Utilities Commission | April 26, 2006 |
| • San Joaquin County Public Works | May 24, 2006 |
| • Governor's Office of Planning and Research | May 26, 2006 |
| • San Joaquin Valley Air Pollution Control District | May 4, 2006 |
| • Robert G. Wilson | May 23, 2006 |

WHEREAS, a Response to Comments Document was prepared in accordance with CEQA which responds to comments received on the Draft EIR included herein as Attachment A; and

WHEREAS, individual responses to the comments received on the Draft EIR were mailed to each commenting agency 10 days prior to the Planning Commission recommendation for City Council certification of the Final EIR; and

WHEREAS, a Mitigation Monitoring and Reporting Program prepared in accordance with CEQA which lists mitigation measures recommended in the EIR; identifies mitigation monitoring requirements; identifies the party responsible for carrying out the required actions, the approximate timeframe for the oversight agency; and identifies the party ultimately responsible for ensuring that the mitigation measure is implemented is included herein as Attachment B; and

WHEREAS, the City of Lodi Planning Commission held public hearings on the recommendation to the City Council on the adequacy of the EIR on October 11, 2006 and October 25, 2006 and made the following recommendations to the City Council:

1. Mitigation Measure LU-1: To reduce agricultural/residential land use incompatibilities, the following shall be required:
 - a. The applicant shall inform and notify prospective buyers in writing, prior to purchase, about existing and on-going agricultural activities in the immediate area in the form of a disclosure statement. The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, et cetera. The language and format of such notification shall be reviewed and approved by the City Community Development Department prior to recordation of final map(s). Each disclosure statement shall be acknowledged with the signature of each prospective owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to-Farm Ordinance.
 - b. The conditions of approval for the tentative map(s) shall include requirements ensuring the approval of a suitable design and the installation of a landscaped open space buffer area, fences, and/or walls around the perimeter of the project site affected by the potential conflicts in land use to minimize conflicts between project residents, non-residential uses, and adjacent agricultural uses prior to occupancy of adjacent houses.
 - c. Prior to recordation of the final map(s) for homes adjacent to existing agricultural operations, the applicant shall submit a detailed landscaping, wall and fencing plan for review and approval by the Community Development Department.
 - d. Additionally, the applicant shall revise the plan prior to Tentative Map approval, to include an open space/landscape buffer with a minimum width of 100 feet. (LTS)
2. Impact LU-2: The proposed SW Gateway project would result in the conversion of approximately 241 acres of Prime Farmland to non-agricultural uses, and the Other Areas to be Annexed would result in conversion of 39 acres of Prime Farmland when and if developed.

The SW Gateway project site is primarily used in agricultural production, and is currently designated as Prime Farmland. Development of the proposed project would result in the conversion of Prime Farmland to non-agricultural uses. Additionally, when and if plans are proposed and approved for development within the Other Areas to be Annexed, the development may result in the conversion of prime farmland. There are no feasible mitigation measures that would reduce this impact to a less-than-significant level. This impact would be considered significant and unavoidable even with implementation of the following

mitigation measure, which would minimize the impact but not to a less-than-significant level:

Mitigation Measure LU-2: Prior to issuance of a building permit after the first quarter of the building permits for the SW Gateway project have been approved, or the approval of a parcel or tentative map that would result in the conversion of prime farmland within the Other Areas to be Annexed, the applicant shall provide and undertake a phasing and financing plan (to be approved by the City Council) for one of the following mitigation measures:

- (1) Identify acreage at a minimum ratio of 1:1 in kind (approximately a total of 241 acres of prime farmland for the SW Gateway project and 39 acres for the Other Areas to be Annexed)(currently not protected or within an easement) to protect in perpetuity as an agricultural use in a location as determined appropriate by the City of Lodi in consultation with the Central Valley Land Trust; or
- (2) With the City Council's approval, comply with the requirements of the County Agricultural Mitigation program, which is currently being developed, if it is adopted by the County prior to this mitigation measure being implemented. (SU)

3. Mitigation Measure TRANS-1: Each of the following mitigation measures shall be implemented to reduce the project's impact on the identified 15 intersections:

1a: Mitigation Measure AIR-2 identifies measures recommended by the SJVAPCD's *"Guide for Assessing and Mitigating Air Quality Impacts"* to reduce vehicle trips and associated air quality impacts. Implementation of the same measures would also reduce associated traffic impacts. The following are considered to be feasible and effective in further reducing vehicle trip generation and resulting emissions from the project and shall be implemented to the extent feasible and desired by the City:

- Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting and or pedestrian signalization and signage.
- Provide bicycle enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system, secure bicycle parking.
- Provide transit enhancing infrastructure that includes: transit shelters, benches, etc., street lighting, route signs and displays, and/or bus turnouts/bulbs.
- Provide park and ride lots.

The implementation of an aggressive trip reduction program with the appropriate incentives for non-auto travel can reduce project impacts by approximately 10 to 15 percent. Such a reduction would help minimize the project's impact.

1b: The implementation of each of the improvements listed in Table IV.B-6 would reduce the impacts to the identified 15 intersections to a less-than-significant level. To mitigate these impacts, the project applicant shall prepare a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2), who will be responsible for implementing the improvement, how the improvement will be funded including a reimbursement program where appropriate; and the schedule or trigger for initiating and completing construction prior to the intersection operation

degrading to an unacceptable level. The Plan may include an annual monitoring program of the intersections as a method for determining the schedule for implementing each improvement. The Plan shall take into account whether an improvement is already programmed and/or funded in a City or County program (i.e., Lodi Development Impact Mitigation Fee Program, San Joaquin County Regional Transportation Impact Fee, Measure K (existing or renewal program), and San Joaquin Council of Governments Regional Transportation Improvement Program). If an improvement is included in one or more of these programs, the Plan needs to consider whether the programs schedule for the improvement will meet the needs of the project and if not identify alternatives. The Plan shall be submitted to City staff for review and City Council approval prior to submittal of a Development Plan application.

Implementation of Measure TRANS-1a and TRANS-1b, would mitigate the project's impact on existing conditions to a less-than-significant level. However, the City may decide to not implement select improvements in order to avoid trending towards a community that is too orientated to the automobile, which would conflict with some of the General Plan policies that emphasize pedestrian scale. Additionally some of the improvements identified are short-term solutions that the City may not choose to implement if a more significant long-term improvement is being planned (i.e., reconstruction of the Kettleman Lane/SR 99 interchange). As a result, the project's impact at some intersections may be significant and unavoidable if the City chooses not to implement the recommended mitigation measure. (Potentially SU); and

WHEREAS, adoption of the Mitigation Monitoring and Reporting Program, included herein as Attachment B, effectively makes the mitigations part of the Southwest Gateway project.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED that the City Council has reviewed and considered the information contained in the Final Lodi Annexation EIR and finds that with regards to the Southwest Gateway Project:

1. The Final EIR has been completed in compliance with CEQA.
2. The Final EIR was presented to the City Council, the decision-making body of the lead agency, and that the City Council reviewed and considered the information contained in the final EIR prior to recommending adoption to the City Council.
3. The Final EIR represents the independent judgment of the City.

NOW, THEREFORE, BE IT FURTHER FOUND, DETERMINED AND RESOLVED that, based upon the evidence within the Draft and Final Lodi Annexation EIRs, staff report, public comments, and the project file, the City Council of the City of Lodi makes the CEQA Findings as described in Attachment A adopts a Statement of Overriding Considerations, included in Attachment A and hereby certifies Environmental Impact Report (EIR-05-01) all as they relate to the Southwest Gateway Project.

BE IT FURTHER FOUND, DETERMINED AND RESOLVED that the City Council of the City of Lodi hereby adopts the Mitigation Monitoring and Reporting Program included in Attachment B as it relates to the Southwest Gateway Project.

Dated: November 15, 2006

=====

I hereby certify that Resolution No. 2006-_____ passed and adopted by the City Council of the City of Lodi at a regular meeting held on November 15, 2006, by the following vote:

AYES: COUNCIL MEMBERS--

NOES: COUNCIL MEMBERS--

ABSENT: COUNCIL MEMBERS--

ABSTAIN: COUNCIL MEMBERS--

RANDI JOHL
City Clerk

2006-_____

Resolution

Southwest annexation

CITY COUNCIL RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI APPROVING AND FORWARDING TO SAN JOAQUIN LOCAL AREA FORMATION COMMISSION FOR ACTION THE REQUEST OF TOM DOUCETTE, FRONTIER COMMUNITY BUILDERS, FOR AN ANNEXATION OF THE 257.76 PROJECT ACRES, THE CITY-INITIATED ANNEXATION FOR 47.79 CONTIGUOUS ACRES, OUTSIDE OF THE PROJECT AREA, AND THE REQUEST OF TWO PROPERTY OWNERS ON HARNEY LANE TO ANNEX TWO ACRES OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF LODI (SOUTHWEST GATEWAY, OTHER ANNEXATION AREAS, AND 565 AND 603 EAST HARNEY LANE)

=====

WHEREAS, City Council of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested annexation in accordance with the Government Code and Lodi Municipal Code Chapter 17.84; and

WHEREAS, the affected properties are located within the Southwest Gateway project area and other areas to be annexed totaling 305.55 acres and two properties on Harney Lane, which are described as follows:

APN	Site Address	Property Owner
<i>Southwest Gateway Project Area</i>		
058-030-09	252 E. St. Route 12 Highway	Carolyn Reichmuth
058-030-03	14509 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-04	14499 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-05	14433 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-06	14195 North Lower Sacramento Road	Howard Investments, LLC
058-040-01	14101 North Lower Sacramento Road	Schumacher Trust
058-040-02	13837 North Lower Sacramento Road	Schumacher Trust
058-040-04	13537 North Lower Sacramento Road	Schumacher Trust
058-040-05	13589 North Lower Sacramento Road	Schumacher Trust
058-040-14	No site address for	Joey Tamura Trust
058-040-13	641 East Harney Lane	Schumacher Trust
<i>Other Annexation Areas</i>		
058-230-04	13786 North Lower Sacramento Road	Tsugio Kubota
058-140-13	14320 North Lower Sacramento Road	M. Bill Peterson

058-140-12	14500 North Sacramento Road	Lower	M. Bill Peterson
058-140-14	14620 North Sacramento Road	Lower	Ruth Susan Peterson
058-140-04	14752 North Sacramento Road	Lower	Dean and Sharon Frame Trust
058-140-11	777 East Olive Avenue		Zane Grever Trust
058-140-06	800 East Olive Avenue		Vernet and Charlene Herrmann Trust
058-140-07	844 East Olive Avenue		Santiago and Ramona Del Rio
058-140-08	890 East Olive Avenue		Frank Hall
058-140-05	865 East Olive Avenue		Santiago and Ramona Del Rio
058-140-09	908 East Olive Avenue		Santiago and Ramona Del Rio
058-140-10	930 East Olive Avenue		Leticia F. Amigable Et al
<i>Two Parcels on Harney Lane</i>			
058-040-11	565 East Harney Lane		Robert and Letha Pinnell
058-040-12	603 East Harney Lane		Frank Hall

WHEREAS, the applicant, Tom Doucette for Frontiers Community Builders, 10100 Trinity Parkway, Suite 420, Stockton, CA 95219, represents property owners of the parcels within the Southwest Gateway project site and these property owners have provided written consent to the project proponent and applicant for this annexation; and

WHEREAS, the City has initiated annexation of the properties referred to as "Other Annexation Areas" so as not to create a County island; and

WHEREAS, the property owners of 565 and 603 East Harney Lane have submitted applications for annexation of their properties in connection with this annexation application; and

WHEREAS, the City of Lodi Planning Commission held public hearings on the proposed annexation on October 11, 2006 and October 25, 2006, and its motion to recommend approval to the City Council was defeated on a 2 to 5 vote; and

WHEREAS, the Southwest Gateway Development Plan, required by Lodi Municipal Code Chapter 17.33 PD Planned Development District, consists of a master planned residential community consisting of 1,230 residential units, 31 acres of parks and trails, an elementary school, and related infrastructure; and

WHEREAS, the City Council did certify the Environmental Impact Report (EIR) (EIR-05-01) and adopted Findings and a Statement of Overriding Considerations pursuant to California Environmental Quality Act (CEQA); and

WHEREAS, all legal prerequisites to the approval of this request have occurred; and

WHEREAS, based upon the evidence within the staff report and project file the City Council of the City of Lodi makes the following findings:

1. The EIR (EIR-05-01) was certified by City Council Resolution No. 2006-_____ and Findings and Statement of Overriding Considerations for the project pursuant to CEQA were adopted by City Council Resolution No. 2006-_____.
2. The required public hearing by the Planning Commission was duly advertised and held in a manner prescribed by law.
3. The required public hearing by the City Council was duly advertised and held in a manner prescribed by law.
4. The project site is entirely within the City's Sphere of Influence, and the City's General Plan designates the project area as "PR," Planned Residential. The General Plan anticipated development of the PR designated properties by 2007.
5. It is found that the requested annexation does not conflict with adopted and proposed plans or policies of the General Plan and will serve sound planning practice.
6. It is further found that the parcels in the area proposed to be annexed are physically suitable for the development of the proposed project.
7. The proposed design and improvement of the site is consistent with all applicable standards adopted by the City in that the project, as conditioned, will conform to adopted standards and improvements mandated by the City of Lodi Public Works Department Standards and Specifications, Zoning Ordinance as well as all other applicable standards.
8. The size, shape, and topography of the site are physically suitable for the proposed residential development.
9. The site is suitable for the density proposed by the project in that the density is compliant with the PR General Plan designation and the site can be served by all public utilities and creates design solutions for storm water, traffic and air quality issues. Potential environmental impacts related to utilities were identified in the EIR and found not be significant because mitigation measures have been incorporated into the project to reduce any impacts to a level of less than significant.
10. Development of the proposed project shall be consistent with the Southwest Gateway land use plan submitted by Tom Doucette, Frontiers Community Builders, 10100 Trinity Parkway, Suite 420, Stockton, CA 95219.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED that the City Council of the City of Lodi hereby approves and forwards this annexation to the San Joaquin Local Area Formation Commission for action.

Dated: November 15, 2006

=====

I hereby certify that Resolution No. 2006-_____ was passed and adopted by the Lodi City Council in a regular meeting held November 15, 2006, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2006-_____

Resolution

Southwest General Plan amendment

RESOLUTION NO. 2006-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI APPROVING THE CITY INITIATED REQUEST FOR AN AMENDMENT TO THE LAND USE ELEMENT OF THE GENERAL PLAN TO REDESIGNATE THE OTHER ANNEXATION AREAS TO MDR (MEDIUM DENSITY RESIDENTIAL); AND THE REQUEST OF 2 PROPERTY OWNERS ON HARNEY LANE FOR AN AMENDMENT TO THE LAND USE ELEMENT OF THE GENERAL PLAN TO REDESIGNATE 565 AND 603 EAST HARNEY LANE TO PR (PLANNED RESIDENTIAL)

=====

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested General Plan amendment, in accordance with the Government Code and Lodi Municipal Code Chapter 17.84, Amendments; and

WHEREAS, the affected properties are located within the other annexation areas (comprising 47.79 acres) and two properties on Harney Lane (comprising two acres) and are described as follows:

APN	Site Address	Property Owner
058-230-04	13786 North Lower Sacramento Road	Tsugio Kubota
058-140-13	14320 North Lower Sacramento Road	M. Bill Peterson
058-140-12	14500 North Lower Sacramento Road	M. Bill Peterson
058-140-14	14620 North Lower Sacramento Road	Ruth Susan Peterson
058-140-04	14752 North Lower Sacramento Road	Dean and Sharon Frame Trust
058-140-11	777 East Olive Avenue	Zane Grever Trust
058-140-06	800 East Olive Avenue	Vernet and Charlene Herrmann Trust
058-140-07	844 East Olive Avenue	Santiago and Ramona Del Rio
058-140-08	890 East Olive Avenue	Frank Hall
058-140-05	865 East Olive Avenue	Santiago and Ramona Del Rio
058-140-09	908 East Olive Avenue	Santiago and Ramona Del Rio
058-140-10	930 East Olive Avenue	Leticia F. Amigable Et al.
058-040-11	565 East Harney Lane	Robert and Letha Pinnell
058-040-12	603 East Harney Lane	Frank Hall

WHEREAS, the City has initiated a request for a General Plan amendment in connection with the request to annex the other annexation areas to avoid creation of a County island; and

WHEREAS, the property owners for parcels located at 565 and 603 East Harney Lane have filed applications for General Plan amendment with the City of Lodi Community Development Department in connection with the request to annex their properties, which are contiguous to the Southwest Gateway Development Project (initiated by Frontiers Community Builders Inc.) and includes an annexation request (AX-04-01); and

WHEREAS, the City of Lodi Planning Commission held public hearings on the proposed General Plan amendments on October 11, 2006 and October 25, 2006, and its motion to recommend approval to the City Council was defeated on a 2 to 5 vote; and

WHEREAS, the General Plan Land Use Diagram designates the other annexation area parcel as Planned Residential (PR); and

WHEREAS, the request is to change the General Plan Land Use Diagram to Medium Density Residential (MDR) for the other annexation areas and Planned Residential (PR) for 565 and 603 East Harney Lane as shown on Exhibit A to this Resolution; and

WHEREAS, the proposed designations of MDR and PR would be compatible with the existing uses developed on the site and would also allow for the development of future residential uses; and

WHEREAS, all legal prerequisites to recommend the approval of this General Plan Amendment have occurred; and

WHEREAS, the City Council did certify the Environmental Impact Report (EIR) (EIR-05-01) and adopted Findings and a Statement of Overriding Considerations pursuant to California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED that the City Council of the City of Lodi makes the following findings:

1. The EIR (EIR-05-01) was certified by City Council Resolution No. 2006-____ and Findings and Statement of Overriding Considerations for the project pursuant to CEQA were adopted by City Council Resolution No. 2006-_____.
2. The required public hearing by the Planning Commission was duly advertised and held in a manner prescribed by law.
3. The required public hearing held by the City Council was duly advertised and held in a manner prescribed by law.
4. The requested General Plan amendment does not conflict with adopted plans or policies of the General Plan and will serve sound planning practice.
5. The size, shape, and topography of the site are physically suitable for future residential development consistent with the new land use designations.

NOW, THEREFORE, BE IT FURTHER FOUND, DETERMINED, AND RESOLVED that the City Council of the City of Lodi hereby approves the amendments to the General Plan Land Use Diagram as shown on Exhibit A hereto.

Dated: November 15, 2006

=====

I hereby certify that Resolution No. 2006-____ was passed and adopted by the Lodi City Council in a regular meeting held November 15, 2006, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

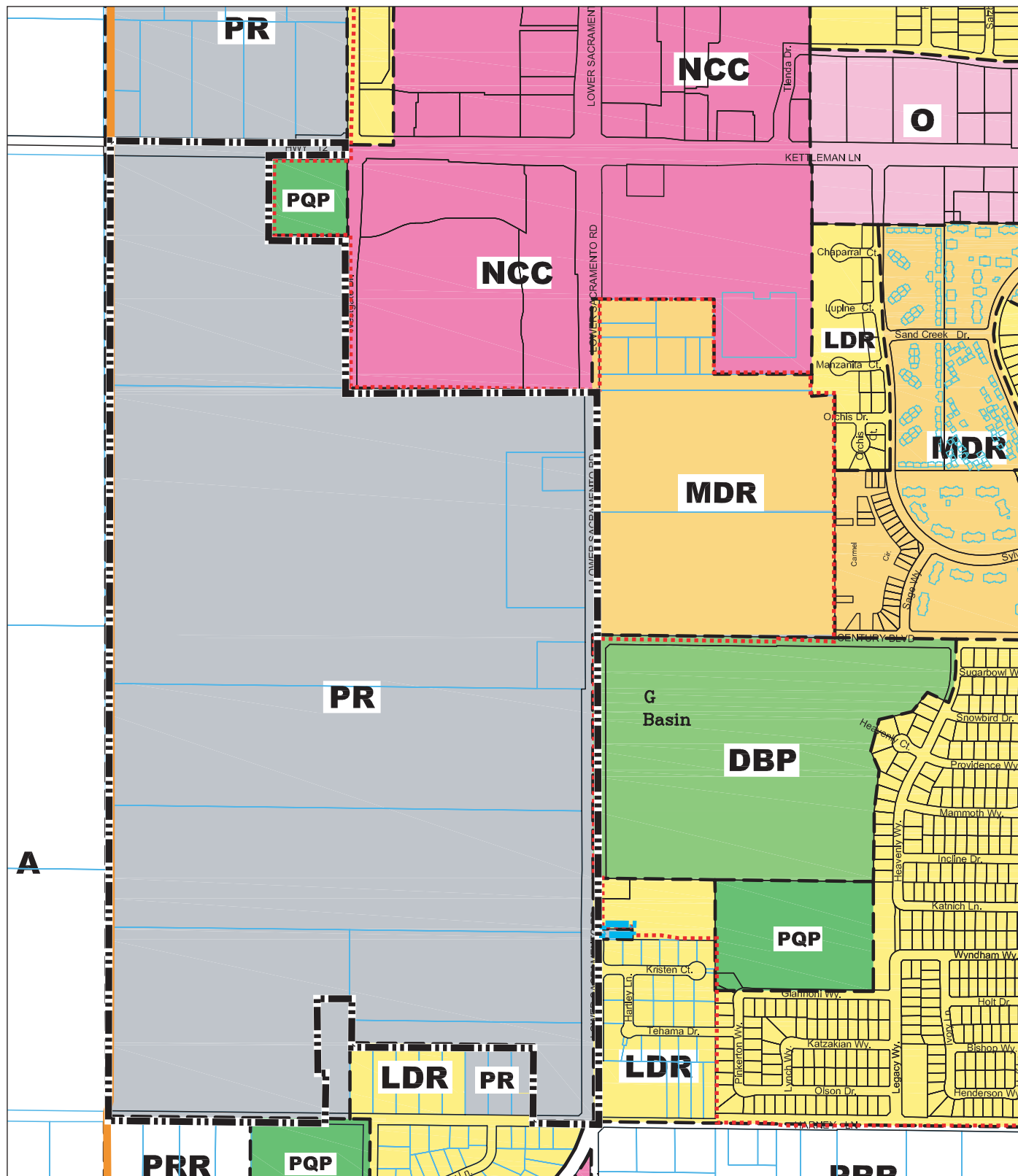
ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

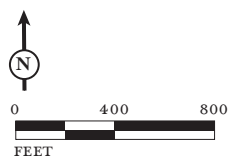
RANDI JOHL
City Clerk

2006-____
EXHIBIT A

AMENDMENTS TO THE GENERAL PLAN LAND USE DIAGRAM



LSA



- SOUTHWEST GATEWAYS PROJECT SITE
- OTHER AREAS TO BE ANNEXED
- CITY LIMITS
- SPHERE OF INFLUENCE

- LDR LOW DENSITY RESIDENTIAL
- MDR MEDIUM DENSITY RESIDENTIAL
- HDR HIGH DENSITY RESIDENTIAL
- PR PLANNED RESIDENTIAL
- NCC NEIGHBORHOOD/COMMUNITY COMMERCIAL
- GC GENERAL COMMERCIAL
- DC DOWNTOWN COMMERCIAL
- O OFFICE
- PQP PUBLIC/QUASI PUBLIC
- DBP DETENTION BASINS AND PARKS
- A AGRICULTURE
- PRR PLANNED RESIDENTIAL RESERVE

Attachment A General Plan Designations

SOURCE: CITY OF LODI, 2005.

I:\LOD531 wside swgate\figures\attachments\Attachment_A.ai (10/3/06)

Ordinance

Southwest pre-zoning

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI APPROVING THE REQUEST OF TOM DOUCETTE, FRONTIERS COMMUNITY BUILDERS, FOR PRE-ZONING TO PD (PLANNED DEVELOPMENT) OF 257.76 ACRES (SOUTHWEST GATEWAY PROJECT) AND TWO PARCELS ON HARNEY LANE (565 AND 603 EAST HARNEY LANE); AND PRE-ZONING TO R-MD (MEDIUM DENSITY MULTIFAMILY RESIDENCE) ON 47.79 ACRES (OTHER AREAS TO BE ANNEXED)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. The properties subject to this pre-zoning include properties located within the Southwest Gateway project area, the other areas to be annexed (totaling 305.55 acres); and the two parcels on Harney lane (comprising two acres) and are described as follows:

APN	Site Address	Property Owner
<i>Southwest Gateway Project Area</i>		
058-030-09	252 E. St. Route 12 Highway	Carolyn Reichmuth
058-030-03	14509 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-04	14499 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-05	14433 North Lower Sacramento Road	Van Ruiten Ranch, LTD
058-030-06	14195 North Lower Sacramento Road	Howard Investments, LLC
058-040-01	14101 North Lower Sacramento Road	Schumacher Trust
058-040-02	13837 North Lower Sacramento Road	Schumacher Trust
058-040-04	13537 North Lower Sacramento Road	Schumacher Trust
058-040-05	13589 North Lower Sacramento Road	Schumacher Trust
058-040-14	No site address assigned	Joey Tamura Trust
058-040-13	641 East Harney Lane	Schumacher Trust
<i>Other Annexation Areas</i>		
058-230-04	13786 North Lower Sacramento Road	Tsugio Kubota
058-140-13	14320 North Lower Sacramento Road	M. Bill Peterson
058-140-12	14500 North Lower Sacramento Road	M. Bill Peterson
058-140-14	14620 North Lower Sacramento Road	Ruth Susan Peterson
058-140-04	14752 North Lower Sacramento Road	Dean and Sharon Frame Trust
058-140-11	777 East Olive Avenue	Zane Grever Trust
058-140-06	800 East Olive Avenue	Vernet and Charlene Herrmann Trust
058-140-07	844 East Olive Avenue	Santiago and Ramona Del Rio
058-140-08	890 East Olive Avenue	Frank Hall
058-140-05	865 East Olive Avenue	Santiago and Ramona Del Rio
058-140-09	908 East Olive Avenue	Santiago and Ramona Del Rio
058-140-10	930 East Olive Avenue	Leticia F. Amigable Et al
<i>Two parcels on Harney Lane</i>		
058-040-11	565 East Harney Lane	Robert and Letha Pinnell
058-040-12	603 East Harney Lane	Frank Hall

SECTION 2: The applicants for the requested pre-zoning are as follows:

For the Southwest Gateway Project Area: Tom Doucette for Frontiers Community Builders

For the other annexation areas: The City of Lodi.

For the two parcels on Harney Lane: Robert and Letha Pinnell and Frank Hall.

SECTION 3: The requested pre-zonings consist of the following:

For the Southwest Gateway Project Area: Reclassification from San Joaquin County AU-20 (Agriculture, Urban Reserve, Minimum 20 Acres) to City of Lodi Planned Development (PD) Zone.

For the other annexation areas: Reclassification from San Joaquin County AU-20 (Agriculture, Urban Reserve, Minimum 20 Acres) to City of Lodi Medium Density Multifamily Residence (R-MD) Zone.

For the two parcels on Harney Lane: Reclassification from San Joaquin County R-VL Zone (Very Low Density Residential) to City of Lodi Planned Development (PD) Zone.

SECTION 4: The pre-zone designations for the three areas are described as follows:

Planned Development (PD) Zone

The planned development zone is designed to accommodate various types of development such as neighborhood and community shopping centers, grouped professional and administrative office areas, senior citizen centers, multiple housing developments, commercial service centers, industrial parks or any other use or combination of uses which can be made appropriately part of a planned development. In a PD zone, any and all uses are permitted; provided, that such use or uses are shown on the development plan for the particular PD zone as approved by the City Council. Maximum height and bulk, and minimum setback, yard and parking and loading requirements shall be established for each PD zone by the development plan as approved by the City Council. These development parameters would be consistent with the General Plan designation for the sites.

Medium Density Multifamily Residence (R-MD) Zone

The Medium Density Multifamily Residence Zone is designed to accommodate medium density residential development. In the R-MD zone, one-family, two-family, multifamily, and group dwellings are permitted; and parks, schools, children's nurseries and nursery schools, playgrounds, community centers, rest and convalescent homes, churches, museums, public utilities services buildings, automobile parking when adjacent to a commercial zone, and golf courses and similar noncommercial recreational uses are conditionally permitted. The development standards are as follows: maximum height is two-stories, not to exceed 35 feet; density is 5,000 square feet for a one-family dwelling; 6,000 square feet for a two-family dwelling; and 4,000 square feet for the first unit and 2,000 square feet for each additional units for a multifamily or group dwelling; and a sufficient parcel size to provide the necessary yard areas and parking spaces required for other types of buildings; and the required yards are a minimum of 20 feet for front yards, no minimum required side yards except adjacent to a residential zone when the minimum setback is 5 feet, corner side yards are a minimum of 10 feet, and rear yards are minimum of 10 feet, except for reduced yard requirements for specified circumstances. These development parameters would be consistent with the General Plan designation for the sites.

SECTION 5: Based upon the evidence in the staff report and project file the City Council of the City of Lodi hereby determines the following:

1. The Environmental Impact Report (EIR) (EIR-05-01) was certified by City Council Resolution No. 2006____ and Findings and Statement of Overriding Considerations for the project pursuant to California Environmental Quality Act (CEQA) were adopted by City Council Resolution No. 2006-_____.
2. The required public hearing by the Planning Commission was duly advertised and held in a manner prescribed by law.
3. The required public hearing by the City Council was duly advertised and held in a manner prescribed by law.
4. The applicant, Tom Doucette for Frontiers Community Builders, 10100 Trinity Parkway, Suite 420, Stockton, CA 95219, represents property owners of the parcels within the Southwest Gateway project site and these property owners have provided written consent to the project proponent and applicant for this zone change.
5. The City has initiated the request for a General Plan amendment and zone change for properties referred to as "Other Annexation Areas."
6. The property owners of two parcels contiguous to the Southwest Gateway project area (565 and 603 East Harney Lane) have submitted applications for pre-zoning.
7. The City must approve "pre-zone" zoning designations prior to requesting approval of the annexation of the lands into the City from the San Joaquin Local Area Formation Commission.
8. It is found that the requested Rezoning does not conflict with adopted plans or policies of the General Plan and will serve sound planning practice.
9. It is further found that the parcels of the proposed pre-zonings are physically suitable for the development of the proposed project.
10. The proposed design and improvement of the site is consistent with all applicable standards adopted by the City in that the project, as conditioned, will conform to adopted standards and improvements mandated by the City of Lodi Public Works Department Standards and Specifications, Zoning Ordinance as well as all other applicable standards.
11. The size, shape, and topography of the site are physically suitable for the proposed residential development.
12. The site is suitable for the density proposed by the project in that the site can be served by all public utilities and creates design solutions for storm water, traffic, and air quality issues.
13. The design of the proposed project and type of improvements are not likely to cause serious public health problems in that all public improvements will be built per City standards and all private improvements will be built per the Uniform Building Code.
14. Development of the proposed project shall be consistent with the Southwest Gateway land use plan ultimately approved by the City Council.
15. Final development plans demonstrating the height, setbacks, lot coverage, and other development standards, pursuant to Municipal Code Section 17.33.090, will be submitted for review and approval by the Planning Commission prior to the approval of a tentative subdivision map.

16. As required by the Planned Development Zoning Designation, the multi-family units with the Southwest Gateway Project shall be reviewed and approved by the Site Plan and Architectural Review Committee prior to the issuance of a building permit.
17. The Southwest Gateway Development Plan, required by Lodi Municipal Code Chapter 17.33 PD Planned Development District, consists of a master planned residential community for the future development of 1,230 residential units, 31 acres of parks and trails, an elementary school, and related infrastructure.

SECTION 6: All conditions of approval for this pre-zoning are included as Attachment A.

SECTION 7: All ordinances and parts of ordinances in conflict herewith will be repealed insofar as such conflict may exist upon the completion of the annexation of the subject properties into the City of Lodi.

SECTION 8: No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 9: Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which shall be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 10: This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall take effect 30 days from and after its passage and approval.

Approved this ____ day of November, 2006

SUSAN HITCHCOCK
Mayor

Attest:

RANDI JOHL
City Clerk

State of California

County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held November 15, 2006, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held _____, 2006, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS-

ABSENT: COUNCIL MEMBERS-

ABSTAIN: COUNCIL MEMBERS-

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney

EXHIBIT "A" TO CITY OF LODI ORDINANCE NO. _____

The pre-zone of the entire 257.76 acres of the SW Gateway acres to PD (Planned Development), which includes designations specific to housing, and public/quasi-public uses all as shown on the attached map (Exhibit B), and approval of the pre-zone of the Other Annexation Areas to R-MD (Residential Medium Density), which would allow for future development of residential uses, are subject to the following conditions of approval. :

1. Prior to the issuance of any tentative subdivision maps, final development plans shall be subject to review and approval by Planning Commission. The development plan shall include development standards for proposed residential units (i.e., building height, setbacks, lot coverage and permitted accessory uses).
2. Prior to the issuance of any tentative subdivision maps, final park plans shall be subject to review and approval by Parks and Recreation Department.
3. Prior to the issuance of a building permit the multi-family components of the project shall be subject to review and approval by the Site Plan and Architectural Review Committee.
4. Development of the parcels identified as Other Annexation Areas shall be subject to the zoning standards of the R-MD zoning district.
5. Prior to the development of any portion of the SW Gateway project, the applicant/developer shall file for a tentative subdivision map. Review and approval of the tentative subdivision map is a discretionary action and additional conditions of approval may be placed on the project at that time.
6. The conditions of approval listed below are to be accomplished prior to deeming complete the first Tentative Subdivision Map, unless noted otherwise:
 - A. Preparation of detailed master plans and supporting studies as listed below, including engineering calculations, for all phases of the development. The study area shall include all the area between Kettleman Lane, Lower Sacramento Road and WID Canal and shall be coordinated with the master plans for the Southwest Gateway Project south of Kettleman Lane.
 - a. Water master plan, including the following:
 - i. Surface water transmission and distribution facilities.
 - ii. Identification of possible water well sites within the project area.
Developer shall coordinate test well drilling for determination of actual well sites prior to mapping of adjacent lots.
 - b. Recycled water master plan, including the following:
 - i. Identification of areas to be irrigated.
 - ii. Detailed summary of demand calculations. Include Southwest Gateway project demands in calculations.
 - iii. Detailed summary of pipe sizing calculations.
 - iv. Provisions for future westerly extension in Lodi Avenue and Vine Street.
 - v. As an alternative to i) through iv) above, Developer may provide a one-time payment, not to exceed \$50,000, to partially fund the Lodi Recycled Water Master Plan Study.
 - c. Wastewater master plan.

- d. Storm drainage master plan, including storm drainage basin dimensions and details. Retention basins shall be designed as passive bypass systems. Identify a single-facility designate to receive low flow and first flush flows.
- e. Streets/circulation plan, including the following:
 - i. Dimensions of street rights-of-way, including Kettleman Lane and Lower Sacramento Road, bike/pedestrian/open space corridor and utility corridors.
 - ii. Traffic analysis of operations at critical intersections to determine if supplemental right-of-way is required.
 - iii. Typical cross-section diagrams showing proposed utility locations and demonstrating that sufficient width has been provided to meet separation requirements between pipes.
 - iv. Traffic round-about in Lodi Avenue.
 - v. Traffic calming features at cross intersections, along long, straight streets and at other locations as required by the Public Works Director.
- f. Transit study to identify new or modified routes to serve the area.
- g. Topography for the entire study area to confirm validity of water, wastewater and storm drain master plans.
- h. Composite utility diagram to facilitate review of potential utility crossing conflicts.
- i. Modification of the Lodi Bicycle Transportation Master Plan. The current master plan includes a Class I bike path along the westerly project boundary that would be part of the City-wide recreational trail in conformance with the Parks and Recreation Master Plan. This bike trail can be incorporated into the proposed north-south bicycle/pedestrian corridor. The bicycle master plan also includes a Class II or III bike boulevard extending north-south from the WID canal north of Lodi Avenue to Harney Lane and east-west along the extension of Vine Street and Class II bike lanes along Lodi Avenue. All modifications to the bicycle master plan shall be to the approval of the City Council.
- j. Parks and Recreation master plan.

Water, recycled water, wastewater and storm drain master plans for the project have been submitted and first check Public Works Department comments on the plans were issued on June 26, 2006. The plans require revision.

In addition, on July 21, 2006, City staff forwarded information to the developer's engineer regarding existing utility crossings, preferred utility alignments, existing easements and design requirements to be used in establishing utility alignments for the project. The project improvements must respect the preferred alignments and existing easements. For example, new pipes along Westgate Drive south of the project site need to be on the west side of the street which will require dedication of additional land to provide a utility corridor.

The required master plans and supporting studies are necessary to confirm the design of the proposed development and will affect the number of growth management allocations that can ultimately be utilized. If the Developer agrees that the proposed project layout and number of growth management allocations approved may be subject to revision based on the results of the completed master plans and studies, the development or growth management plan and accompanying growth management allocations may be approved

prior to completion and approval of the master plans and supporting studies. Completion and approval of the master plans and studies must then be accomplished prior to submittal of the first tentative map for the project.

- B. Phasing analysis to be approved by the City prior to submittal of the first tentative map. The analysis shall include the following:
 - a. Phase boundaries and number of units to be constructed with each phase.
 - b. Permanent and interim/temporary facilities required to implement each phase based on the mitigation monitoring program and the above mentioned master plans.
 - c. Master utility calculations for permanent and interim/temporary facilities to be constructed with each phase.
 - C. Preparation of a Traffic Mitigation Implementation and Financing Plan that details each of the physical improvements and the timing and geometric changes listed in Table IV.B-6 of the Environmental Impact Report (EIR) for both the Existing + Project and Cumulative scenarios (cumulative to address Impact TRANS-2 in the EIR), who will be responsible for implementing the improvement, how the improvement will be funded, including a reimbursement program where appropriate, and the schedule or trigger for initiating and completing construction prior to the intersection operation degrading to an unacceptable level.
 - D. Finance and Implementation Plan to identify funding for the required public improvements and interim/temporary improvements for each phase of the project. The Finance and Implementation Plan is dependent on the above mentioned master plans and phasing analysis and shall be approved by the City prior to submittal of the first tentative map.
- 7. All mitigation measures for the project, identified in the Final Environmental Impact Report (FEIR), and set out in the Mitigation Monitoring and Reporting Program are hereby incorporated into this approval.
 - 8. All applicable state statutes, and local ordinances, including all applicable Building and Fire Code requirements for hazardous materials shall apply to the project.
 - 9. Prior to submittal of building permits, the applicant shall submit construction elevations, perspective elevations, precise landscape and irrigation plans, as well as building materials for the review and approval of the Community Development Director and Public Works Director. Said plans shall indicate that all corner lots shall have architectural treatments on both street facing elevations.
 - 10. Prior to submittal of building permits, the applicant shall submit a walls and fencing plan. Said plan shall show all proposed walls and fencing. Fencing visible to the public right of way shall be constructed of treated wood or alternative material to prevent premature deterioration. Furthermore, all fencing within the project site shall be designed with steel posts, or a functional equivalent, to prevent premature deterioration and collapse.
 - 11. Within 90 days of the approval of this project, whichever occurs first, the applicant shall sign a notarized affidavit stating that "I(we), _____, the owner(s) or the owner's representative have read, understand, and agree to the conditions approving Z-04-01."

Immediately following this statement will appear a signature block for the owner or the owner's representative which shall be signed. Signature blocks for the City Community Development Director and City Engineer shall also appear on this page. The affidavit shall be approved by the City prior to any improvement plan or final map submittal.

12. As part of Mitigation Measure LU-2 of the Lodi Annexations EIR (EIR-05-01) the developer has the option to pay fees consistent with the pending San Joaquin County Agricultural Mitigation program or preserve agricultural land in perpetuity to mitigate significant impacts associated with conversion of the 392 acres of Prime Farmland within the Westside, SW Gateway and Other Areas to be Annexed. If the developer proceeds with the mitigation to preserve land within an agricultural easement, and the City of the Lodi becomes party to said easement, the developer shall pay the City a one-time administration fee of five thousand dollars. Said fee shall be paid prior to approval of the first tentative subdivision map.

EXHIBIT B
SOUTHWEST GATEWAY LAND USE PLAN

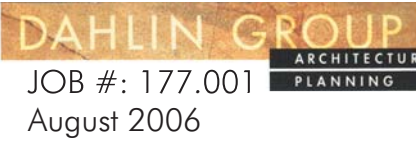


LODI GATEWAY: Illustrative Land Use Plan

City of Lodi, CA



FCB HOMES



18818 TELLER AVE.
SUITE 260
IRVINE, CA 92612
T: 949.250.4680
F: 949.250.8002



Ordinance

Southwest development agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI ADOPTING A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF 257.76 ACRES LOCATED ON THE WEST SIDE OF LOWER SACRAMENTO ROAD BETWEEN HIGHWAY 12-KETTLEMAN LANE AND HARNEY LANE (SOUTHWEST GATEWAY) (DEVELOPMENT AGREEMENT GM-05-001)

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. The properties subject to this Development Agreement include the following:

257.76 acres located on the west side of Lower Sacramento Road between Highway 12-Kettleman Lane and Harney Lane – Assessors Parcel Numbers 058-030-09, 058-030-03, 058-030-04, 058-030-05, 058-030-06, 058-040-01, 058-040-02, 058-040-04, 058-040-05, and 058-040-14.

SECTION 2. The applicant for the requested Development Agreement is as follows:

Frontiers Community Builders

SECTION 3. The requested Development Agreement is summarized as follows:

Development Agreement GM-05-001 is an agreement between the City and the developer in which the developer agrees to provide certain benefits to the City in exchange for a vested right to proceed with the development consistent with the development approvals. The term of the Development Agreement is 15 years. The vested right the developer obtains is the ability to proceed with the development as approved and to avoid the imposition of new regulations on subsequent discretionary approvals (i.e. vesting tentative maps) for the development.

SECTION 4. The City Council hereby finds that the proposed Development Agreement is consistent with the General Plan land use designation and the zoning for the proposed Development.

SECTION 5. The City Council, by Resolution No. 2006-_____, has certified the Lodi Annexations Environmental Impact Report for the proposed project.

SECTION 6. The City Council hereby adopts Ordinance No. _____ approving the Development Agreement by and between the City of Lodi and Frontiers Community Builders.

SECTION 7. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 8. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or

application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 10. This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall take effect 30 days from and after its passage and approval.

Approved this ____ day of _____, 2006

SUSAN HITCHCOCK
Mayor

Attest:

RANDI JOHL
City Clerk

=====
State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held November 15, 2006, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held _____, 2006, by the following vote:

AYES: COUNCIL MEMBERS –

NOES; COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

DRAFT DOCUMENT

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF LODI

AND FRONTIER COMMUNITY BUILDERS, INC.

FOR FCB SOUTHWEST GATEWAY PROJECT

TABLE OF CONTENTS

RECITALS.....	3
1. Authorization.....	3
2. Property	3
3. Project.....	3
4. Public Hearing.	3
5. Environmental Review	3
6. Project Approvals.....	3
7. Need for Services and Facilities.	4
8. Contribution to Costs of Facilities and Services.	4
9. Development Agreement Resolution Compliance	5
10. Consistency with General and Specific Plan.	5
11. Creation of Career-Oriented Employment Opportunities	
AGREEMENT	5
1. Incorporation of Recitals.	5
2. Description of Property.	5
3. Interest of Landowner	5
4. Relationship of City and Landowner.....	5
5. Effective Date and Term.....	6
5.1. Effective Date	6
5.2. Term.	6
5.3. Automatic Termination Upon Completion and Sale of Residential Lot.	6
6. Use of Property.....	6
6.1. Right to Develop	6
6.2. Permitted Uses:.....	8
6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations.....	8
6.4. Additional Conditions.....	11
6.5. Annexation	
7. Applicable Rules, Regulations, Fees and Official Policies.	17
7.1. Rules Regarding Permitted Uses.	18
7.2. Rules Regarding Design and Construction.	18
7.3. Changes in State or Federal Law.....	18
7.4. Uniform Codes Applicable.....	18
8. Existing Fees, Subsequently Enacted Fees, Dedications, Assessments and Taxes.	18
8.1. Processing Fees and Charges.....	19
8.2. Existing Fees, Exactions and Dedications	20
8.3. Subsequent Development Impact Fees, Exactions and Dedications	
9. Community Facilities District.	20
9.1. Inclusion in Community Facilities District	20
9.2. Use of Community Facilities District Revenues	21
9.3. Community Facilities District for Residential Property – Landowner Financing.....	21
10. Processing of Subsequent Development Applications and Building Permits	22
11. Amendment or Cancellation	22

11.1.	Modification Because of Conflict with State or Federal Laws	22
11.2.	Amendment by Mutual Consent.	22
11.3.	Insubstantial Amendments.	23
11.4.	Amendment of Project Approvals.....	23
11.5.	Cancellation by Mutual Consent.....	23
12.	Term of Project Approvals	23
13.	Annual Review.	23
13.1.	Review Date.	23
13.2.	Initiation of Review.	23
13.3.	Staff Reports.....	24
13.4.	Costs	24
13.5.	Non-compliance with Agreement; Hearing.....	24
13.6.	Appeal of Determination.....	24
14.	Default.	24
14.1.	Procedure Regarding Defaults.....	24
15.	Estoppel Certificate.....	26
16.	Mortgagee Protection; Certain Rights of Cure.	26
16.1.	Mortgagee Protection.	26
16.2.	Mortgagee Not Obligated.	26
16.3.	Notice of Default to Mortgagee and Extension of Right to Cure.	27
17.	Severability.	27
18.	Applicable Law.....	27
19.	Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement.....	27
20.	Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement and Continued Permit Processing	27
21.	Transfers and Assignments.....	28
22.	Agreement Runs with the Land.	28
23.	Bankruptcy.....	28
24.	Indemnification.....	28
25.	Insurance.....	29
25.1.	Public Liability and Property Damage Insurance.	29
25.2.	Workers' Compensation Insurance.	29
25.3.	Evidence of Insurance.....	29
26.	Excuse for Nonperformance.....	29
27.	Third Party Beneficiaries.	30
28.	Notices.....	30
29.	Form of Agreement; Recordation; Exhibits.	30
30.	Further Assurances.	30
31.	City Cooperation.....	30

**DEVELOPMENT AGREEMENT
FCB SOUTHWEST GATEWAY PROJECT**

This Development Agreement is entered into as of this ____ day of _____, 2006, by and between the CITY OF LODI, a municipal corporation ("City"), and, FRONTIER COMMUNITY BUILDERS, INC. ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. **Property.** Landowner holds a legal or equitable interest in certain real property located in the City of Lodi, County of San Joaquin, more particularly described in Exhibit A-1 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project.** Landowner has obtained various approvals from the City (described in more detail in Recital 6 below) for a mixed use project known as FCB Southwest Gateway (the "Project") to be located on the Property.

4. **Public Hearing.** On October 25, 2006, the Planning Commission of the City of Lodi, acting pursuant to Government Code Section 65867, held a hearing to consider this Agreement and the Planning Commission action has been reported to the City Council.

5. **Environmental Review.** On _____, 2006, the City Council certified as adequate and complete, the Lodi Annexation Environmental Impact Report ("EIR") for the Southwest Gateway Project. Mitigation measures were required in the EIR and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. **Project Approvals.** The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement:

6.1. The EIR. The Mitigation Measures in the EIR are incorporated into the Project and into the terms and conditions of this Agreement (City Resolution No. _____);

6.2. A General Plan Amendment (the "General Plan"), (attached hereto as Exhibit B) approved by the City on _____, 2006 (City Resolution No. _____);

6.3. The Zoning of the Property (attached hereto as Exhibit B-1) approved by the City on _____, 2006 (City Ordinance No. _____);

6.4. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit C-1) to be subsequently considered by the City through a noticed public hearing process. (The parties agree that the large lot subdivision map included herein is for illustrative purposes only and shall not be effective until approved through a notice public hearing process by the City. If approved by the City, the Large Lot Subdivision Map shall thereafter be included within the Project Approvals listed herein);

6.5. Reserved;

6.6. The Development Plan and Infrastructure Plan for the Project (attached hereto as Exhibit D), approved by the City on _____, 2006 by City Resolution No. _____;

6.7. The Growth Management Allocations, as required by Chapter 15.34 of the Lodi Municipal Code, as set forth in Exhibit E, approved by the City on _____, 2006 by City Resolution No. _____;

6.8. This Development Agreement, as adopted on _____, 2006 by City Ordinance No. _____ (the "Adopting Ordinance"); and,

6.9. The Annexation Approvals granted by San Joaquin County Local Agency Formation Commission as shown in Exhibit F attached hereto.

7. **Need for Services and Facilities.** Development of the Property will result in a need for municipal services and facilities, some of which will be provided by the City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7.

8. **Contribution to Costs of Facilities and Services.** Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and

complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions set forth herein including contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

9. Development Agreement Resolution Compliance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Resolution of the City of Lodi, as set forth in the City Council Resolution No. 2005-237 for the consideration and approval of the pre-annexation and development agreement.

10. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. Description of Property. The property, which is the subject of this Development Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto ("Property").

3. Interest of Landowner. The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

5. Effective Date and Term.

5.1. Effective Date. The effective date of this Agreement ("Effective Date") is _____, 2006, which is the effective date of City Ordinance No. _____ adopting this Agreement.

5.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement nor the obligations of Sections 20, 24 or 25 of this Agreement. In the event that litigation is filed by a third party (defined to exclude City and Landowners or any assignees of Landowner) which seeks to invalidate this Agreement or the Project Approvals, the expiration date of this Agreement shall be extended for a period equal to the length of time from the time the summons and complaint and/or petition are served on the defendant(s) until the judgment entered by the court is final and not subject to appeal; provided, however, that the total amount of time for which the expiration date shall be extended as a result of such litigation shall not exceed four years.

5.3. Automatic Termination Upon Completion and Sale of Residential Lot. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by the City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

6. Use of Property.

6.1. Vested Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, the City's existing policies, standards and ordinances (except as expressly modified by this Section 6.1 and Section 8.3) and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the

Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement. Notwithstanding the vested rights granted herein, Landowner agrees that the following obligations, which are presently being developed, shall apply to development of the Property:

- 6.1.1** Payment of a development fee for a proportionate share of the design and construction cost of the Highway 99 interchange project at Harney Lane.
- 6.1.2** Payment of Agricultural Land Mitigation fee, as identified in Mitigation Measure LU-2, pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.
- 6.1.3** Payment of Electric Capital Improvement Mitigation fee (see Section 6.4.10) pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.
- 6.1.4** Payment of development fee for proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired from Woodbridge Irrigation District (see Section 6.4.4) pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.

With regards to the fees identified in Sections 6.1.1, 6.1.2, 6.1.3, and 6.1.4 and these fees only, Landowner hereby consents to their imposition as conditions of approval on any discretionary or ministerial land use entitlement subsequently granted by the City including but not limited to issuance of building permits. City agrees that the fees payable by the Landowner pursuant to Sections 6.1.1, 6.1.2, 6.1.3 and 6.1.4 shall be adopted in conformance with applicable law, and shall apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except for the fees identified in this Agreement including but not limited to the Project Approvals, Sections 6.1.1, 6.1.2, 6.1.3, 6.1.4 and 8.3, no other subsequently enacted development or capital fee shall be imposed as a condition of approval on any discretionary or ministerial decision. The Parties acknowledge and agree that the fees applicable to the development pursuant to the Project Approvals and this Agreement may be increased during the term of this Agreement provided that (1) such increases are limited to annual indexing (i.e. per the Engineering News Record Index, or the CPI, or other index utilized by the City) and as provided in current fee ordinances and (2) the increased fees are adopted in conformance with applicable law, apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing

circumstances. The initial adjustment shall be effective as of four years after the Effective Date of the Agreement and shall be calculated based on the difference in the applicable index from the numerical rate at the end of the month following the third year after the Effective Date and the numerical rate at the end of the month following the fourth year after the Effective Date. All subsequent increases shall be based on the annual change in the applicable index. Notwithstanding the preceding sentence, index adjustments to the fees set forth in Section 8.2, subsections 2, 3 and 4 shall be effective annually as set forth in the relevant ordinances and resolutions. Moreover, Landowner will be subject to the indexing called for above even if Landowner has filed a complete application for a Vesting Tentative Map and will not vest against such indexing until payment of the fees as called for in this Agreement.

6.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit B-1 and Exhibit B-2.

6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations.

Landowner and City intend that, except as otherwise expressly provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives approved by the City Council or the electorate that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses or the right to receive public services as set forth in the Project Approvals; provided however Landowner shall be subject to rules, regulations or policies adopted as a result of changes in federal or state law (as provided in Section 7.3) which are or have been adopted on a uniformly applied, City-wide or area-wide basis, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by the changes in federal or state law.

6.3.1 Allocations Under City Growth Management Program

a. Allocations Required Prior to Map Approval

Consistent with the City's Growth Management Program, which shall apply to the Project, except as otherwise provided herein, no tentative map for any portion of the Property shall be issued until such time as Landowner has obtained allocations for each residential unit within the area covered by such map, consistent with the Growth Management Ordinance (Ordinance 1521), codified as Section 15.34 of the City of Lodi Municipal Code.

b. Schedule of Allocation of Residential Units

The following schedule of residential unit allocations shall apply to the Project.

(i) Initial Allocation:

As of the Effective Date of this Agreement, the following number of residential units shall be initially allocated to the Project from the City's reserve of unused allocations ("Initial Allocation"):

300 Low Density units

300 High Density units (300 units shall be used to construct 300 apartment units adjacent to Highway 12/Kettleman Lane as shown in the Project Approvals)

Except for the requirement set forth in Section 6.3.1(a) above the Initial Allocation has been determined to be exempt from and in compliance with the provisions of the Growth Management Ordinance and Resolutions 91-170 and 91-171 (timing and point system requirements).

(ii) Subsequent Annual Allocations:

As of the Effective Date of this Agreement, Landowner shall be entitled to apply for future annual allocations in three-year increments, and on a rolling basis. Provided that Landowner otherwise complies with the City's Growth Management Program, Landowner shall be entitled to annual allocations set forth in Exhibit E ("Annual Allocations"). If Landowner elects in any year to request fewer allocations than provided for in Exhibit E or if the term of any allocation granted expires before it is used as part of obtaining a subdivision map, Landowner shall be entitled to receive, upon submission of a complete growth management allocation application, additional allocations after the eighth year of this Agreement and through the term of this Agreement including any extension thereto granted pursuant to Section 5.2. The total number of growth management allocations granted hereunder shall be limited to the number of residential units approved as part of the Project Approvals excluding any senior housing residential units. The use of such allocations shall be restricted to the year for which such allocations were made, consistent with the Growth Management Ordinance. Notwithstanding the foregoing, Landowner may request additional allocations, over and above those set forth in Exhibit "E", and City may grant such allocations in its discretion, provided such additional allocations are consistent with the City's Growth Management Allocation Program, Resolutions 91-170 and 91-171, subject to such additional community benefits and/or exactions negotiated upon such a request.

Landowner is not required to apply for such allocations on an annual basis. Landowner may instead comply with all development plan and related requirements under the Growth Management Ordinance and Resolutions 91-170 and 91-171 every third year, at which time

Landowner may apply for allocations for the next three-year period. After the expiration of the year for which an Annual Allocation was issued to Landowner, Landowner may submit a request and be issued by the City another Annual Allocation, such that Landowner may maintain, on a rolling basis, a number of allocations equal to three Annual Allocations. Except for allowing the Landowner this flexibility in terms of the number of years for which Landowner may apply, all requests for Annual Allocations must otherwise comply with the Growth Management Ordinance and Resolutions 91-170 and 91-171.

The requirement that Landowner apply for Annual Allocations does not alter the vested rights of the Project, specifically as to the General Plan and zoning designation of the Project.

(c) Growth Management Ordinance in full force and effect:

Except where otherwise specifically stated herein, nothing in this section 6.3.1 is intended to modify in any way the City's Growth Management Program, including its exemptions under Section 15.34.040 (e.g., for senior citizen housing).

Section 6.3.2 Future Growth Control Ordinances/Policies, Etc.

(a) One of the specific purposes of this Agreement is to assure Developer that, during the term of this Agreement no growth-management ordinance, measure, policy, regulation or development moratorium of City adopted by the City Council or by vote of the electorate after the Effective Date of this Agreement will apply to the Property in such a manner so as to the reduce the density of development , modify the permissible uses, or modify the phasing of the development as set forth in the Project Approvals.

(b) Therefore, the parties hereto agree that, except as otherwise expressly provided in the Project Approvals, Sections 6.1, 6.3.1 or 6.4 or other provision of this Agreement which expressly authorize City to make such pertinent changes, no ordinance, policy, rule, regulation, decision or any other City action, or any initiative or referendum voted on by the public, which would be applicable to the Project and which would affect in any way the rate of development, construction and build out of the Project, or limit the Project's ability to receive any other City service shall be applicable to any portion of the Project during the term of this Agreement, whether such action is by ordinance, enactment, resolution, approval, policy, rule, regulation, decision or other action of City or by public initiative or referendum.

(c) City, through the exercise of either its police power or its taking power, whether by direct City action or initiative or referendum, shall not establish, enact or impose any additional conditions, dedications, fees or other exactions, policies, standards, laws or regulations, which directly relate to the development of the Project except as provided in Sections 6.1, 6.3.1, or 6.4 herein or other provision of this Agreement which expressly allows City to make such changes. Nothing herein prohibits the Project from being subject to a (i) City-

wide bond issue, (ii) City-Wide special or general tax, or (iii) special assessment for the construction or maintenance of a City-wide facility as may be voted on by the electorate or otherwise enacted; provided that such tax, assessment or measure is City-wide in nature, does not discriminate against the land within the Project and does not distinguish between developed and undeveloped parcels.

(d) This Agreement shall not be construed to limit the authority of City to charge processing fees for land use approvals, public facilities fees and building permits as they relate to plumbing, mechanical, electric or fire code permits, or other similar permits and entitlements which are in force and effect on a city-wide basis at the time those permits are applied for, except to the extent any such processing regulations would be inconsistent with this Agreement.

(e) Notwithstanding subdivision (b), the City may condition or deny a permit, approval, extension, or entitlement if it determines any of the following:

(1) A failure to do so would place the residents of the Project or the immediate community, or both, in a condition dangerous to their health or safety, or both.

(2) The condition or denial is required in order to comply with state or federal law (see Section 7.3).

6.4. Additional Conditions.

6.4.1. Timing of Dedications and Improvements of Parks other than DeBenedetti Park Landowner agrees to dedicate park land and complete construction of all the park improvements within the Southwest Gateway area as described and set forth in the Project Approvals at its sole cost and expense. The lists of the parks and park improvements contemplated herein are set forth in Exhibit "I" and "J". Landowner and City agree that the provision of land and the construction of all park facilities and installation of equipment within the Project boundaries will satisfy Landowner's Quimby Act obligations for the Southwest Gateway project as set forth in Lodi Municipal Code Chapter _____. Therefore, Landowner shall not be obligated to pay any additional park fees, other than the payments required pursuant to Section 6.4.8, and Landowner shall not be entitled to any credit for the value of the improvements constructed or equipment installed. The phasing of such improvements shall be in compliance with the Phasing Schedule included in Exhibit I.

With regards to the park improvements listed in Exhibit J, prior to approval by the City of the first tentative subdivision map, Landowner shall prepare plans and specifications for all park improvements included in the Southwest Gateway Project Approvals and submit those plans and specifications to the City for review and approval which approval will not be unreasonably

withheld provided that the plans and specifications contain all park improvements listed in Exhibit J and satisfy all applicable conditions of approval included in the Project Approvals. The Landowner shall construct the parks in compliance with the approved plans and specifications. The City will inspect improvements during construction. If improvements are of poor quality and/or do not meet the requirements of approved plans and specifications, the City will notify the Landowner in writing and the Landowner, at its sole cost, shall correct any errors or deficiencies. The Landowner shall construct the parks to the satisfaction of the City, which shall be defined as compliance with the approved plans and specifications.

6.4.2 Payment of Utility Exit Fees The Lodi Electric Utility is a city-owned and operated utility that provides electrical utility services for residential, commercial and industrial customers in Lodi. As the proposed project sites would be annexed to the City of Lodi, the Lodi Electric Utility would provide electrical utility services to the project site. To the extent that Landowner is assessed "exit fees," also known as "Cost Responsibility Surcharges," by Pacific Gas & Electric for its departing load, Landowner shall pay said fees when they are due. Landowner may, at its option and at its own cost, request a Cost Responsibility Surcharge Exemption from the California Energy Commission for any qualified departing load pursuant to Title 20, California Code of Regulations, Section 1395, et. seq. Forms for the exemption are available on-line at http://www.energy.ca.gov/exit_fees/documents/2004-02-18_PGE_EXEMP_APPL.PDF City makes no representation that Landowner is eligible for exemptions pursuant to these regulations. Landowner agrees to save, defend, indemnify and hold harmless City from any and all costs, judgments or awards owed to Pacific Gas & Electric arising out of or related to City's provision of electrical utility services to the project site.

6.4.3 Maintenance of Specified Public Improvements Landowner agrees to provide or pay for all park, median strip, and other landscaping maintenance and repairs for two years for lands dedicated by the Landowner to the City and accepted by the City. In the event that Landowner chooses to pay the City for the costs of maintenance and repair, the City shall provide an estimate of the annual costs and the Landowner shall pay the full amount within thirty calendar days after the City by U.S. Mail or email, transmits the estimate to the Landowner. If the amount paid to the City exceeds the actual amount incurred by the City plus reasonable staff costs to administer the contract, the City shall, within a reasonable period of time, refund the difference to the Landowner.

6.4.4 Water Treatment and/or Percolation Cost Landowner shall pay a fee based on the proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired by the City from the Woodbridge Irrigation District. Landowner shall pay the fee as required under the fee program to be developed by the City, but in no event later than when water service connection for each residential, office and commercial unit is provided.

6.4.5 Utility Line Extension

City is preparing a policy pursuant to which property developed will pay the actual costs of capital improvements necessary to extend utility services to a development. Landowner acknowledges that such an extension is necessary to implement the Project Approvals on the Property. Landowner agrees to pay the City, pursuant to the policy to be adopted by the City, the costs of the capital improvements necessary to extend utility services to the Property.

6.4.6 Payment for Park and Recreation Department

Equipment

In addition to construction of any park and public works improvements required pursuant to the Project Approvals and this Agreement, Landowner shall pay One Hundred Thousand U.S. dollars (\$100,000) to the City for use to acquire equipment for the Lodi Parks and Recreation and Public Works Departments. The amount payable hereunder shall be paid based upon the following schedule of payments:

Payment Due Date

Payment Amount

1. Payment of \$100,000 for acquisition of parks equipment/
Lawnmower upon the effective date of this Agreement.

6.4.7 Improvements to be Designed and Constructed by Landowner Within or Adjacent to the Project Boundaries

The Project Approvals require the installation of specified public and private improvements. Landowner shall, as specified in the Project Approvals, either design, engineer and construct the following improvements or pay the City the appropriate fee for the design, engineering and construction of said improvements. The obligations imposed on the Landowner herein shall be in addition to any other obligations set forth in this Agreement

In the event that any of Developer's improvements encroach upon any city facilities, property or rights of way, developer shall indemnify City against any and all expenses, including legal fees, incurred by the City to secure replacement facilities, property or rights of way.

: .

6.4.7.1 Surface Water Facilities

Transmission Main (Proportionate share of the total design, engineering and construction costs)
Storage Tank (Proportionate share of the total design, engineering and construction costs)

6.4.7.2 Water Supply Facilities

One new water well to cover proposed development within the Southwest Gateway area. The well will be installed in the Southwest Gateway area at the location identified in the Project

Approvals or approved by the City Engineer. The well shall be installed and operational on or before January 1, 2010 or earlier if otherwise required by the Water Master Plan.

6.4.7.3 Water Distribution Facilities

All water pipes and related infrastructure in all streets.

Any interim or temporary facilities as determined necessary by the Public Works Director.

6.4.7.4 Sewer Collection Facilities

All sewer pipes and related infrastructure in all streets.

Any interim or temporary facilities as determined necessary by the Public Works Director.

6.4.7.5 Recycled Water Facilities

All recycled water pipes and related infrastructure for irrigations systems located in or on streets, public and private school sites (to property boundary line only), places of assembly including but not limited to religious facilities (to property boundary line only), and high density residential sites.

Provide up to a maximum of \$50,000 to partially fund the City of Lodi Recycled Water Master Plan Study.

6.4.7.6 Storm Drainage Facilities

All stormwater pipes and related infrastructure in all streets and basins.

All stormwater detention basins, control structures, pumping facilities and appurtenant piping and controls.

Any interim or temporary facilities as determined necessary by the Public Works Director.

Developer will be entitled to apply for reimbursement under Lodi Municipal Code Chapter 16.40 for benefit received by undeveloped properties as a result of the construction of the improvements required by this paragraph. Without limiting in any manner, the City Council's future exercise of its legislative discretion in the public hearing called for by Chapter 16.40, the parties anticipate that the benefited properties will be those set forth in Exhibit J. The parties also expressly acknowledge the final determination of benefited properties shall be determined pursuant to process set forth in Chapter 16.40.

6.4.7.7 Streets and Roads

(i) Design and construct all streets within the Project Boundary as set forth in the Project Approvals.

- (ii) Dedicate land necessary for and design and install improvements including curb, gutter, sidewalk and landscaping on the west side of Lower Sacramento Road between Lodi Shopping Center and Harney Lane. The land dedicated and the improvements installed shall be consistent with Lodi standards and the Project Approvals.
- (iii) Dedicate land adjacent to the Project frontage which is necessary for expansion of Harney Lane between Legacy Estates Unit No. 1 and the western City sphere of influence boundary as established in the General Plan and as necessary to comply with the City standards and Project Approvals. In addition, in the event that City, in compliance with applicable laws, takes action to form an assessment district to pay the costs of design and construction of Harney Lane as described herein, Landowner agrees to cast all votes within the control of Landowner in favor of formation of the assessment district and to not protest the formation of the assessment district. In the event, that City elects not to create an assessment district or there are not sufficient votes cast in favor of the assessment district to allow its formation, Landowner shall, at its sole cost, design and construct the improvements to Harney Lane adjacent to the Property necessary to meet City standards and to comply with the Project Approvals.
- (iv) Payment of fees assessed for recent underground utility improvements related to Lower Sacramento Road pursuant to Lodi Resolution No. _____, dated December____, 2006. The fee amount payable as of the Effective Date is \$460,700. The amount payable shall be increased consistent with the index provision of Lodi Resolution No. _____. The amount due is based on the proportionate share of demand for the improvements arising from the Project Approvals. The fee shall be paid no later than acceptance of the first tentative subdivision map for processing.
- (v) Dedication of necessary land, design and installation of transition roadway lane adjacent to the Property along Highway 12/Kettleman Lane.
- (v) Payment of Fair Share Costs for traffic mitigation measures that are not projects within the Streets & Roads Fee Program.

6.4.7.8 Sewer Trunk Facilities

Realignment to location approved by City and reconstruction of Domestic Trunk and Industrial Trunk Lines that presently cross the Property.

Pursuant to Lodi Resolution No. 2004-29, pay existing reimbursement obligations which presently total \$300,206.43 related to the Harney Lane Sewer Lift Station and Trunk Line. The amount payable shall be paid upon submission of the first tentative subdivision map which covers in part any portion of parcels 058-040-01, 058-040-02, 058-040-04, 058-040-05 or 058-040-14.

6.4.8 DeBenedetti Park Construction

Within six years of the Effective Date of this Agreement, Landowner shall pay the City Eight Million U.S. dollars (\$8,000,000) for the design, engineering and construction of DeBenedetti

Park as set forth in the _____ plan. Landowner may satisfy part or all of this obligation through the provision of services necessary to design and construct DeBenedetti Park provided that (1) Landowner requests and obtains advance written approval from the City for any design or construction services provided which said approval shall include an agreed upon value of said services, and (2) Landowner complies with all applicable laws including but not limited to laws requiring payment of prevailing wages for any construction services or actions.

Landowner acknowledges that City will enter into contracts to design and construct DeBenedetti Park. As consideration for City's agreement to authorize satisfaction of this obligation, Landowner agrees to the following payment schedule:

1. Not later than three (3) years after the approval of this Agreement by the City Council, Landowner shall pay the City two million U.S. Dollars (\$2,000,000). In the event, that any party other than the City or Landowner file a litigation challenging the approval by the City of the Project Approvals, the payment specified herein shall be due not later than four (4) years after the approval of this Agreement by the City Council. Landowner's failure to pay the amount required herein shall be considered a material default of this Agreement.
2. Not later than five years after the approval of this Agreement by the City Council, Landowner shall pay the City an additional three million U.S. Dollars (\$3,000,000). Landowner's failure to pay the amount required herein shall be considered a material default of this Agreement.
3. No later than six years after the approval of this Agreement by the City Council, Landowner shall either (1) pay the City an additional three million U.S. Dollars (\$3,000,000) or (2) provide a letter of credit payable to the City or other form of security acceptable to the City in an amount equal to \$3,000,000. The letter of credit or other form of security shall be subject to review and approval as to form by the City Attorney. Landowner further acknowledges that the City may choose to obtain financing for the design and construction costs of DeBenedetti Park and Landowner agrees that the letter of credit or other form of security provided for herein shall be required to be in a form that is necessary to assist the City in obtaining financing at competitive market interest rates. City agrees that Landowner may substitute a letter of credit, in a form reasonably acceptable to the City Attorney, for a lesser amount upon satisfaction of a portion of the total obligation set forth herein. Upon delivery of such replacement letter of credit and its approval as to form by the City Attorney, the City will release and convey to Landowner the prior letter of credit. City further agrees that the other form of security may be in the form of a promissory note and deed of trust secured by a portion of the Property which has a value equal to a minimum of \$3,000,000.. The outstanding principal balance set forth in the Promissory Note shall not accrue interest. Notwithstanding anything to the contrary set forth herein, the entire outstanding payment obligation required pursuant to this section shall be payable in full upon the sale or other Transfer of the Property

encumbered by the Deed of Trust ("Restricted Property") or (ii) the occurrence of an Event of Default as specified in the Promissory Note or Deed of Trust.

The Deed of Trust shall be recorded against the Restricted Property subordinate only to such liens as City may approve in writing. The City will not unreasonably withhold consent to subordinate the Promissory Note and Deed of Trust to construction financing for the Project provided that the principal amount of such construction financing does not exceed seventy-five percent (75%) of the appraised fair market value of the Project and the Restricted Property, and provided further that the senior lender agrees to provide reasonably adequate protections to City, including reasonable notice and cure rights in the event of default, and an agreement that if, prior to foreclosure of the senior loan, the City takes title to the Restricted Property and cures the default, the lender will not exercise any right it may have to accelerate the loan by reason of the transfer of title to the City.

The parties further agree that the if final \$3,000,000 payment required herein has not been paid by or before the end of the eighth year after approval of this Agreement by the City Council, the City may require payment pursuant to the terms of the letter of credit or other form of security provided and may foreclose on the deed of trust and promissory note.

6.5 Annexation

The ability to proceed with development of the Property pursuant to the Project Approvals shall be contingent upon the annexation of the Property into the City. Pending such annexation, Landowner may, at its own risk, process tentative parcel maps and tentative subdivision maps and improvement or construction plans and City may conditionally approve such tentative maps and/or improvement plans in accordance with the Entitlements, provided City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property or building permit for any structure within the Property prior to the annexation of the Property to the City.

City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the Property into the City, including entering into any annexation agreement that may be required in relation thereto, subject to the City's review and approval of the terms thereof. Landowner shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation, the payment of which shall be due in advance, based on the City's estimate of such cost, and thereafter as and when the City provides an invoice(s) for additional costs incurred by City therefore in excess of such estimate.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1. Rules Regarding Permitted Uses Except as provided in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

7.2. Rules Regarding Design and Construction The Project has been designed as a Planned Development pursuant to Chapter 17.33 of the Lodi Municipal Code. Design, improvements and construction standards shall be as set forth in Project Approvals including the Development Plan, and shall be vested for the term of this Agreement. Unless otherwise provided within the Development Plan or expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable permit approval is granted.

7.3. Changes in State or Federal Law This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. These changes may include any increase in an existing fee or imposition of a new fee that are necessary for the City or Landowner to comply with changes in State or Federal laws or regulations, including but not limited to sewer, water and stormwater laws or regulations.

7.4. Uniform Codes Applicable Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

8. Existing Fees, Newly Enacted Fees, Dedications, Assessments and Taxes.

8.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

8.2. Existing Fees, Exactions and Dedications Landowner shall be obligated to provide all dedications and exactions and pay all types of fees as required for the types of development authorized by the Project Approvals as of the Effective Date of this Agreement. With regards any fees applicable to residential development, the Parties agree that the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement. The specific categories of fees payable are listed below. The dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable (indexed as set forth hereinbelow) as of the date that the Landowner's application for the applicable vesting tentative map is deemed complete. For any development for which the Landowner has not submitted a vesting tentative map, the dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable (indexed as set forth hereinbelow) as of the date the final discretionary approval for that development is granted by the City.

Standard City Development Impact Fees Payable by the Landowner include:

1. Development Impact Fees (Lodi Municipal Code Chapter 15.64)
2. San Joaquin County Regional Transportation Impact Fee (Lodi Municipal Code Chapter 15.65)
3. County Facilities Fee (Lodi Municipal Code Chapter 15.66)
4. San Joaquin County Multi-Species Habitat Conservation and Open Space Development Fee (Lodi Municipal Code Chapter 15.68)

Any existing fees may be increased during the term of this Agreement provided that such increases are limited to annual indexing (i.e. per the Engineering News Record Index, or the CPI, or other index utilized by the City) and as provided in current fee ordinances. The initial adjustment shall be effective as of four years after the Effective Date of the Agreement and shall be calculated based on the difference in the applicable index from the numerical rate at the end of the month following the third year after the Effective Date and the numerical rate at the end of the month following the fourth year after the Effective Date. All subsequent increases shall be based on the annual change in the applicable index. Notwithstanding the preceding sentence, index adjustments to the fees set forth in subsections 2, 3 and 4 of this section shall be effective annually as set forth in the relevant ordinances and resolutions. Moreover, Landowner will be subject to the indexing called for above even if Landowner has filed a complete application for a Vesting Tentative Map and will not vest against such indexing until payment of the fees as called for in this Agreement.

8.3. New Development Impact Fees, Exactions and Dedications.

Landowner agrees to pay the development fees identified in Section 6.1, including specifically subsections 6.1.1 through 6.1.4, of this Agreement. With regards any fees applicable to residential development, the Parties agree that the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement.

Except as expressly provided herein, Landowner shall not be obligated to pay or provide any development impact fees, connection or mitigation fees, or exactions adopted by City after the Effective Date of this Agreement. Notwithstanding this limitation, Landowner may at its sole discretion elect to pay or provide any fee or exaction adopted after the Effective Date of this Agreement.

8.4. Fee Reductions To the extent that any fees payable pursuant to the requirements of Sections 8.1 are reduced after the operative date for determining the fee has occurred, the Landowner shall pay the reduced fee amount.

9. Community Facilities District. Formation of a Community Facilities District for Public Improvements and Services.

9.1. Inclusion in a Community Facilities District. Landowner agrees to cooperate in the formation of a Community Facilities District pursuant to Government Code Section 53311 et seq. to be formed by the City. The boundaries of the area of Community Facilities District shall be contiguous with the boundaries of the Property excluding the portion of land zoned for commercial or office development. Landowner agrees not to protest said district formation and agrees to vote in favor of levying a special tax on the Property in an amount not to exceed \$600 per year per single family attached or detached residential dwelling units and \$175 per year for each attached multi-family rental unit as adjusted herein. The special tax shall be initiated for all residential dwelling units for which a building permit is issued, and shall commence to be levied beginning the subsequent fiscal year after the building permit is issued. Landowner acknowledges that the 2007-2008 special tax rate for the units in the Project will not exceed \$600 per single-family attached or detached dwelling unit and \$175 per year for each attached multi-family rental unit and that the special tax shall increase each year by 2% in perpetuity. A vote by Landowner against the levying of the special tax or a vote to repeal or amend the special tax shall constitute an event of default under this Agreement.

9.2. Use of Community Facilities District Revenues Landowner and City agree that the improvements and services that may be provided with the special tax levied pursuant to Section 9.1 may be used for the following improvements and services:

- a. Police protection and criminal justice services;

- b. Fire protection, suppression, paramedic and ambulance services;
- c. Recreation and library program services;
- d. Operation and maintenance of museums and cultural facilities;
- e. Maintenance of park, parkways and open space areas dedicated to the City;
- f. Flood and storm protection services;
- g. Improvement, rehabilitation or maintenance of any real or personal property that has been contaminated by hazardous substances;
- h. Purchase, construction, expansion, improvement, or rehabilitation of any real or tangible property with useful life of more than five years; and,
- i. Design, engineering, acquisition or construction of public facilities with a useful life of more than five years including:
 - 1. Local park, recreation, parkway and open-space facilities,
 - 2. Libraries,
 - 3. Childcare facilities,
 - 4. Water transmission and distribution facilities, natural gas, telephone, energy and cable television lines, and
 - 5. Government facilities.

Landowner and City agree that Property does not presently receive any of these services from the City and that all of these services are new services.

9.3. Community Facilities District for Residential Property - Financing.

In addition to the funding provided as part of the Community Facilities District identified in Section 9.1, City acknowledges that Landowner may desire to finance the acquisition or construction of a portion of the improvements described in Section 8.2 through the Community Facilities District. The costs associated with the items identified in Section 8.2 shall be in addition to the annual cost imposed to comply with Section 9.1. The following provisions shall apply to any to the extent that the Landowner desires to fund any of the improvements set forth in Section 8.2 through the Community Facilities District:

9.3.1 Issuance of Bonds. City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section.

9.3.2 Payment Prior to Issuance of Bonds. Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD of a cash amount equivalent to its proportionate share

of costs for the improvements identified in Section 8.2, or any portion thereof, prior to the issuance of bonds.

9.3.3 Private Financing. Nothing in this Agreement shall be construed to limit Landowner's option to install the improvements through the use of private financing.

9.3.4 Acquisition and Payment. City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed improvements or completed portions thereof, and monthly payment of appropriate amounts for such improvements to the person or entity constructing improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

10. Processing of Subsequent Development Applications and Building Permits
Subject to Landowner's compliance with the City's application requirements including, specifically, submission of required information and payment of appropriate fees, and assuming Landowner is not in default under the terms and conditions of this Agreement, the City shall process Landowner's subsequent development applications and building permit requests in an expeditious manner. In addition, City agrees that upon payment of any required City fees or costs, City will designate or retain, as necessary, appropriate personnel and consultants to process Landowner's development applications and building permit requests City approvals in an expeditious manner.

11. Reserved

11. Amendment or Cancellation.

11.1. Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

11.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

11.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 12.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto.

11.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 12.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

11.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

12. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

13. Annual Review.

13.1. Review Date. The annual review date for this Agreement shall occur either within the same month each year as the month in which the Agreement is executed or the month immediately thereafter.

13.2. Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's

failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

13.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

13.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review.

13.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law. As part of that final determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

13.6. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days of the final decision by the City Council.

14. Default. Subject to any applicable extension of time, failure by any party to substantially perform any term or provision of this Agreement required to be performed by such party shall constitute a material event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 15.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1. Procedure Regarding Defaults.

14.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

14.1.2. Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

14.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

14.1.4. Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

14.1.5. Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in the City's regulations if any governing development agreements, expressly including the remedy of specific performance of this Agreement.

14.1.6. Effect of Termination. If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement

shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

16. Mortgagee Protection; Certain Rights of Cure.

16.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

16.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 17.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon, authorized by the Project Approvals or by this Agreement, unless Mortgagee agrees to and does construct or complete the construction of improvements, or guarantees such construction of improvements, or pays, performs or provides any fee, dedication, improvements or other exaction or imposition as required by the Project Approvals.

16.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 15.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

17. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

19. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

20. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement and Continued Permit Processing. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action. Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding and shall pay any attorneys fees and costs that may be awarded to the third party or parties. The City agrees that in the event an action at law or in equity to challenge the validity of the Project Approvals is filed by a third party other than by a state or federal agency, the City will continue to process and approve permit applications that are consistent with and comply with the Project Approvals unless a court enjoins further processing of permit applications and issuance of permits.

21. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit G, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

22. Agreement Runs with the Land. Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

23. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

24. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for (1) any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement

agreement or maintenance bond) and (2) any additional mitigation required, including but not limited to payment of any mitigation fees that may be imposed, as a result of a lawsuit filed by a third party challenging or seeking to invalidate the Project Approvals.

25. Insurance.

25.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than two million (\$2,000,000) dollars and a deductible of not more than fifty thousand (\$50,000) dollars per claim. The policy so maintained by Landowner shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

25.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

25.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 26.1 and 26.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

26. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

27. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and, the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

28. Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

CITY OF LODI
City Manager
P.O. Box 3006
Lodi, CA 95241-1910

Notice required to be given to the Landowner shall be addressed as follows:

FRONTIER COMMUNITY BUILDERS, INC.

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

29. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and ___ Exhibits, which constitute the entire understanding and agreement of the parties.

30. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

31. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or

preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City of Lodi on the _____ day of _____, 2006, and Landowner has caused this Agreement to be executed.

“CITY”

“LANDOWNER”

CITY OF LODI,
a municipal corporation

FRONTIER COMMUNITY BUILDERS, INC.

By: _____

By: _____

Name: Blair King

Name:

Its: City Manager

Its:

ATTEST:

City Clerk

APPROVED AS TO FORM:

D. Stephen Schwabauer
City Attorney

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B:	General Plan Land Use Map
Exhibit B-1:	Zoning Map for Project Site
Exhibit C-1:	Large Lot Tentative Subdivision Map
Exhibit C-2:	Reserved
Exhibit D:	Development Plan and Infrastructure Map for the Property
Exhibit E:	Growth Management Allocations
Exhibit F:	Annexation Approvals
Exhibit G:	Form of Assignment
Exhibit H:	Schedule of Improvements
Exhibit I:	Park Improvements
Exhibit J:	Required Park Amenities

EXHIBIT A-1

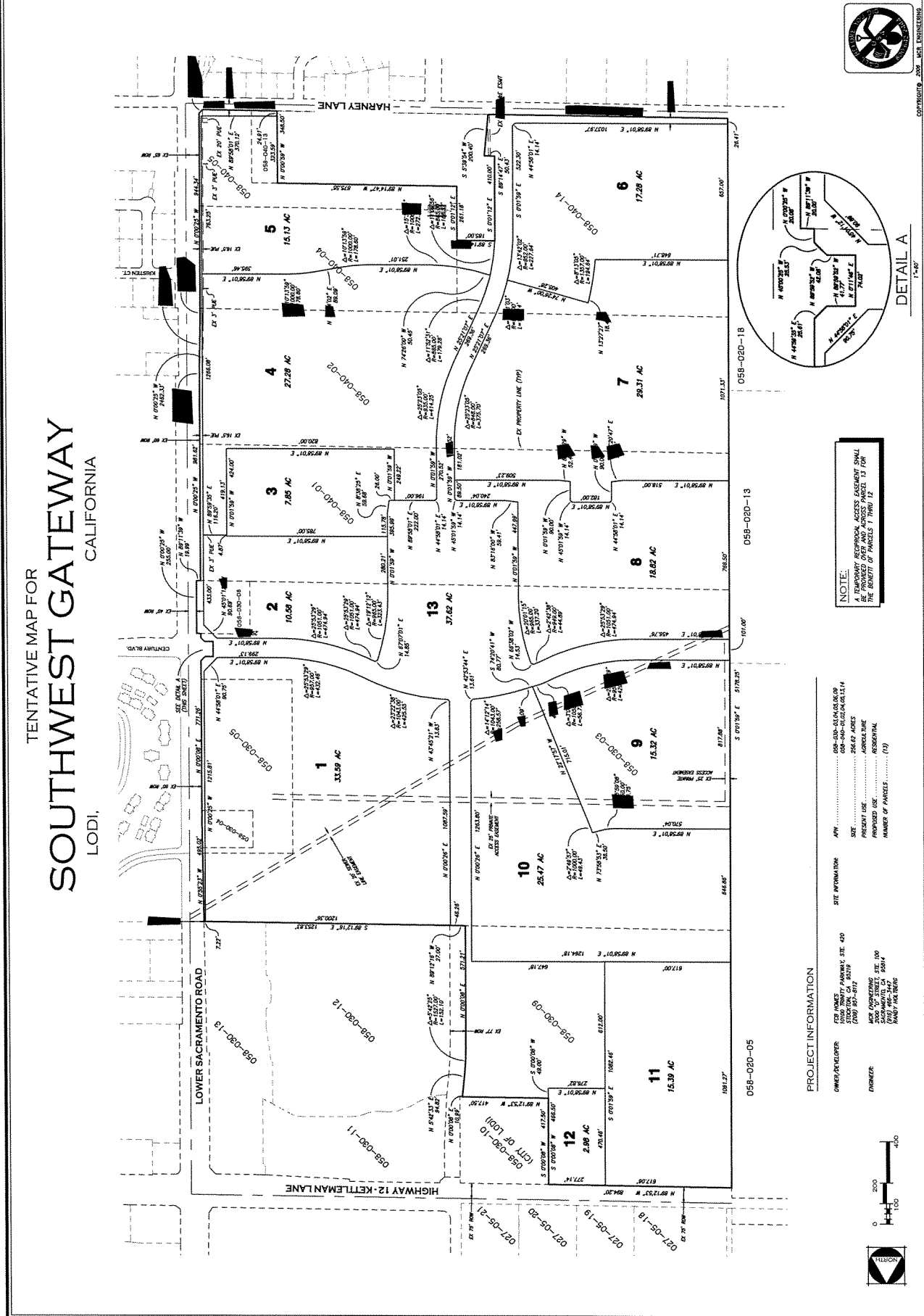
LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of San Joaquin, City of Lodi, and is described as follows:

EXHIBIT A-2
DIAGRAM OF THE PROPERTY

EXHIBIT C-1

Large Lot Tentative Subdivision Map



NOTE:
A TEMPORARY RECREATION ACCESS EASEMENT SHALL BE GRANTED TO THE BENEFIT OF PARCELS 1 THRU 12.

PROJECT INFORMATION

OWNER/DEVELOPER: FCB PROJECTS, INC., 400 S. GATEWAY BLVD., SUITE 100, LODI, CA 93240, (951) 444-4444
APN: 058-030-03, 058-030-04, 058-030-05, 058-030-06, 058-030-07, 058-030-08, 058-030-09, 058-030-10, 058-030-11, 058-030-12, 058-030-13
SIZE: 266.42 ACRES
PROPOSED USE: AGRICULTURE
PREPARED FOR: MCE ENGINEERING, INC., 1000 S. GATEWAY BLVD., SUITE 100, LODI, CA 93240, (951) 444-4444
DATE OF PARCELS: (17)

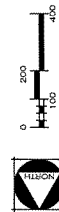


EXHIBIT C-2

Reserved

EXHIBIT D

DEVELOPMENT PLAN AND INFRASTRUCTURE MAP FOR THE PROPERTY

EXHIBIT E

SOUTHWEST GATEWAY PROJECT GROWTH MANAGEMENT ALLOCATION TABLE

Applicable Date	Allocation
Effective Date of Development Agreement	300 Low Density units (Reserve) 300 High Density units (Reserve)
Within the Calendar Year One Year after Effective Date	59 Low Density units 75 Medium Density units
Within the Calendar Year Two Years after Effective Date	59 Low Density units 29 Medium Density units
Within the Calendar Year Three Years after Effective Date	59 Low Density units 28 Medium Density units
Within the Calendar Year Four Years after Effective Date	59 Low Density units 28 Medium Density units
Within the Calendar Year Five Years after Effective Date	59 Low Density units
Within the Calendar Year Six Years after Effective Date	59 Low Density units
Within the Calendar Year Seven Years after Effective Date	58 Low Density units
Within the Calendar Year Eight Years after Effective Date	58 Low Density units

EXHIBIT F
ANNEXATION APPROVALS

EXHIBIT G

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO FRONTIER COMMUNITY BUILDERS WESTSIDE
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200_, by and between Frontier Community Builders, a _____ corporation (hereinafter "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

1. On _____, 2006, the City of Lodi and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Lodi and Frontier Community Builders, Inc. related to the development known as Frontier Community Builders Southwest Gateway Project (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the

Subject Property in the Official Records of San Joaquin County on _____,
2006, as Instrument No. ____-_____.

2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

3. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

ASSIGNEE:

a _____

_____,
a _____

By: _____

Print Name:

Title: Division President

By: _____

Print Name: _____

Title: _____

EXHIBIT H
SCHEDULE OF IMPROVEMENTS

EXHIBIT I

PARK IMPROVEMENTS

Westside/Southwest Gateway Development Agreement Basin/Park Area Summary

Westside Annexation

Location	Basin (1), acres	Park		Total, acres
		Net (2), acres	Gross, acres	
A	2.9	1.6	1.6	4.5
B		2.1	2.1	2.1
C	8.2	5.4	6.1	14.3

Southwest Gateway Annexation

Location	Basin (1), acres	Park		Total, acres	
		Net (2), acres	Gross, acres		
D	5.9	1.5	1.5	7.4	(3)
E	6.7	2.4	2.4	9.1	(4)
F	4.8	1.5	1.5	6.3	
G		2.2	2.2	2.2	
H		2	2	2	
Open Space on Century Blvd.		0	0	0	(5)

- (1) Westside Annexation area basin calculations not approved.
The basin area numbers are subject to change.
- (2) Net area measured from street right of way.
Area requirements are exclusive of bike and ped routes.
- (3) Park to be located at the southwest end of designated area.
- (4) Park to be located at the south end of designated area.
- (5) Two slivers of open space are shown on Century Blvd.
Neither area provides sufficient space for park facilities.

EXHIBIT J

REQUIRED PARK AMENITIES

		Bike Rack	Pool	Water Play	Tennis	Basketball	Bocce	Horseshoes	Playground	Picnic Table	Picnic Shelter (Rental) BBQ	Passive Area	Fields	Off Street Parking	Trees	Turf	Irrigation Booster Pump	Restroom	Drinking Fountain	Furniture	Light	Bike/ Ped	Signs
A	Basin												X										
	Park	X							X	X	X				X	X	X		X	X	X		X
B	Park	X				X	X	X	X	X	X				X	X	X		X	X	X	X	X
	Basin			X									X		X	X	X						
C	Park	X					X	X	X	X	X				X	X	X	X	X	X	X	X	X
	Basin												X										
D	Park	X				X		X	X	X	X				X	X	X		X	X	X		X
	Basin											X	X		X	X	X						
E	Park	X		X		X	X	X	X	X	X				X	X	X	X	X	X	X	X	X
	Basin												X		X	X	X						
F	Park	X							X	X	X				X	X	X		X	X	X		X
G	Park	X							X	X	X				X	X	X		X	X	X		X
H	Park	X							X	X	X				X	X	X		X	X	X		X
* 2nd Phase																							

859465

Version 5 Final 11/09/06

Resolution

Bicycle Transportation Master Plan

RESOLUTION NO. 2006-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI APPROVING THE REQUEST OF TOM DOUCETTE, FRONTIERS COMMUNITY BUILDERS, FOR AN AMENDMENT TO THE BICYCLE TRANSPORTATION MASTER PLAN TO IMPLEMENT THE SOUTHWEST GATEWAY DEVELOPMENT PLAN

=====

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested Master Plan Amendment, in accordance with the Government Code and Lodi Municipal Code Chapter 17.84; and

WHEREAS, the affected properties are located within the Bicycle Transportation Master Plan; and

WHEREAS, the project proponent and applicant is Tom Doucette, Frontiers Community Builders, 10100 Trinity Parkway, Suite 420, Stockton, CA 95219; and

WHEREAS, the Planning Commission of the City of Lodi has held a duly noticed public hearing, as required by law, on the requested Master Plan Amendment on October 11, 2006 and October 25, 2006, and its motion to recommend approval to the City Council was defeated on a 2 to 5 vote; and

WHEREAS, the City Council did certify the Environmental Impact Report (EIR) (EIR-05-01) and adopted Findings and a Statement of Overriding Considerations pursuant to California Environmental Quality Act (CEQA); and

WHEREAS, the Bicycle Transportation Master Plan includes a Class I bike path along the western edge of Southwest Gateway project area boundary; and

WHEREAS, the request is to change the location of the Class I bike path shown on the Bicycle Transportation Master Plan to reflect the proposed location within the bike and pedestrian trail centrally located within the Southwest Gateway Development Plan; and

WHEREAS, all legal prerequisites to recommend the approval of this request have occurred; and

WHEREAS, based upon the evidence within the staff report and project file, the Planning Commission of the City of Lodi makes the following findings:

1. The EIR (EIR-05-01) was certified by City Council Resolution No. _____ and Findings and Statement of Overriding Considerations for the project pursuant to CEQA were adopted by City Council Resolution No. _____
2. The required public hearing by the Planning Commission was duly advertised and held in a manner prescribed by law.
3. The required public hearing by the City Council was duly advertised and held in a manner prescribed by law.

4. It is found that the requested Bicycle Transportation Master Plan Amendment does not conflict with adopted plans or policies of the General Plan and will serve sound planning practice.

5. The Southwest Gateway Project would comply with the other bike path locations shown on the Bicycle Transportation Master Plan including a Class I bike path on Century Boulevard (between the western edge of the Southwest Gateway project boundary and Westgate Drive) and a Class II bike path on Kettleman Lane, Lower Sacramento Road and Century Boulevard (between Westgate Drive and Lower Sacramento Road). Lodi Avenue and a Class II or III bike path on Vine Street.

6. The size, shape, and topography of the site are physically suitable for the residential development proposed.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED that the City Council of the City of Lodi hereby approves the Bicycle Transportation Master Plan amendments as follows:

1. The Bicycle Transportation Master Plan is hereby amended to modify the location of the Class I bike path from the western edge of the Southwest Gateway plan area to be centrally located within the plan area.

Dated: November 15, 2006

=====

I hereby certify that Resolution No. 2006-_____ was passed and adopted by the Lodi City Council in a regular meeting held November 15, 2006, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2006-_____



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING CONCERNING THE SOUTHWEST
GATEWAY PROJECT (INCLUDING "OTHER ANNEXATION AREAS") AND
WESTSIDE PROJECT

LEGAL AD

PUBLISH DATE: SATURDAY, NOVEMBER 4, 2006

TEAR SHEETS WANTED: Three (3) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, NOVEMBER 2, 2006

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS	Faxed to the Sentinel at 369-1084 at <u>1:55 pm</u> (time) on <u>11/2/06</u> (date) <u>2</u> (pages)
	Phoned to confirm receipt of all pages at _____ (time) _____ JLT _____ DRC _____ JMP (initials)



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF CONTINUED PUBLIC HEARING

Date: November 15, 2006

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTICE OF CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, November 15, 2006**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Certify the Lodi Annexation Environmental Impact Report for the Southwest Gateway Project (Including "Other Annexation Areas") and Westside Project
- b) Approve the Southwest Gateway Project, which Includes an Annexation, Pre-Zoning, Development Agreement, and Amendment to the Bicycle Transportation Master Plan, to Incorporate 305 Acres into the City of Lodi to Allow Construction of 1,300 Dwelling Units, 5 Neighborhood/Community Parks, and a Public Elementary School on the West Side of Lower Sacramento Road, South of Kettleman Lane, North of Harney Lane (including 565 and 603 East Harney Lane)

Including a City Initiated Request for the "Other Annexation Areas" (48 Acres) for Annexation, General Plan Amendment from a Land Use Designation of PR (Planned Residential) to MDR (Medium Density Residential), and a Pre-Zoning of R-MD (Residential Medium Density) to Avoid Creation of a County Island

- c) Approve the Westside Development Project, which Includes an Annexation, Pre-Zoning, Development Agreement, Amendment to the Bicycle Transportation Master Plan, and an Amendment to the Westside Facilities Master Plan to Incorporate 151 Acres into the City of Lodi to Allow Construction of 750 Dwelling Units, 3 Neighborhood/Community Parks, and a Public Elementary School at 351 East Sargent Road, 70 East Sargent Road, 212 East Sargent Road, and 402 East Sargent Road

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: November 1, 2006

Approved as to form:


D. Stephen Schwabauer
City Attorney



DECLARATION OF POSTING

NOTICE OF PUBLIC HEARING CONCERNING THE SOUTHWEST GATEWAY PROJECT (INCLUDING "OTHER ANNEXATION AREAS") AND WESTSIDE PROJECT

On Friday, November 3, 2006, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing concerning the Southwest Gateway Project (including "other annexation areas") and Westside Project (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 3, 2006, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

NOTICE OF PUBLIC HEARING CONCERNING THE SOUTHWEST GATEWAY PROJECT (INCLUDING "OTHER ANNEXATION AREAS") AND WESTSIDE PROJECT

On November 3, 2006, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing Notice of Public Hearing concerning the Southwest Gateway Project (including "other annexation areas") and Westside Project, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 3, 2006, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK

Westside 500 ft radius

APN	OWNER	ADDRESS	CITY	STATE	ZIP	SITUS ADDRESS
027050 05	PROTESTANT EPISCOPAL BISHOP CO	1055 LOWER SAC RD	LODI	CA	95242	
027240 01	AGUIRRE, DAVID S & JULIE	301 LELAND CT	LODI	CA	95242	
027240 02	HALE, RAYMOND L	309 LELAND CT	LODI	CA	95242	
027240 05	HARDWICK, ROBERT O & GAY	324 LELAND CT	LODI	CA	95240	
027240 06	FRADKIN, CHANAN	316 LELAND CT	LODI	CA	95242	
027240 07	NICKEL, ESTHER TRUSTEE	308 LELAND CT	LODI	CA	95242	
027240 08	NEUHARTH, RICHARD & EDITH TR	300 LELAND CT	LODI	CA	95242	
027240 09	LIEBIG, GIDEON J TR	317 LELAND CT	LODI	CA	95242	
027240 10	UEHLING, KENNETH R & JULIET TR	325 LELAND CT	LODI	CA	95242	
027340 07	KOSTA, CHRISTOPHER LLOYD	340 S LOWER SAC RD	LODI	CA	95242	
027400 04	KRISTMONT WEST	7700 COLLEGE TOWN DR #111	SACRAMENTO	CA	95826	2650 W LODI AV
027400 05	WESTGATE SHOPPING CENTER L ET	7700 COLLEGE TOWN DR #101	SACRAMENTO	CA	95826	333 S LOWER SAC RD
027400 06	KRISTMONT WEST	7700 COLLEGE TOWN DR #111	SACRAMENTO	CA	95826	2500 W LODI AV
027400 07	WESTGATE SHOPPING CENTER L ET	7700 COLLEGE TOWN DR #101	SACRAMENTO	CA	95826	363 S LOWER SACRAMENT RD
027400 09	KRISTMONT WEST	7700 COLLEGE TOWN DR #111	SACRAMENTO	CA	95826	515 S LOWER SAC RD
027400 12	TEMPLE BAPTIST CHURCH OF LODI	801 S LOWER SAC RD	LODI	CA	95242	2695 W VINE ST
029320 01	DOLLINGER, VIOLA TR	2537 CENTRAL PARK DR	LODI	CA	95242	
029320 02	GRIFFANTI, FERNANDO C & NANCY	2541 CENTRAL PARK DR	LODI	CA	95242	
029320 03	WESTERBACK, EDWIN E & DENISE L	2545 CENTRAL PARK DR	LODI	CA	95242	
029320 04	CLELAND, LARRY & LYNETTE TR	2459 CENTRAL PARK DR	LODI	CA	95242	2549 CENTRAL PARK DR
029320	UPDEGRAFT,	2553	LODI	CA	95242	

Westside 500 ft radius

05	BARBARA D TR ETAL	CENTRAL PARK DR				
029320 06	KISHIDA, EIKO	PO BOX 201014	STOCKTON	CA	95201	2557 CENTRAL PARK DR
029320 07	BARTHOLOMEW, ROBERT W & E TR	2561 CENTRAL PARK DR	LODI	CA	95242	
029320 08	ROSEBERRY, CAROL R TR	2565 CENTRAL PARK DR	LODI	CA	95242	
029320 09	MCPAHON, MARY ELLEN TR	2569 CENTRAL PARK DR	LODI	CA	95242	
029320 10	CAVEY, NOLAND B & SANDRA J TR	8079 CARIBBEAN WAY	SACRAMENTO	CA	95826	2573 CENTRAL PARK DR
029320 11	BONNER, CHERYL	2577 CENTRAL PARK DR	LODI	CA	95242	
029320 12	BENTZ, BEVERLY TR ETAL	2581 CENTRAL PARK DR	LODI	CA	95242	
029320 13	MORIWAKI, SUGA ANN	2585 CENTRAL PARK DR	LODI	CA	95242	
029320 14	GARIBALDI, WILMA J TR	2589 CENTRAL PARK DR	LODI	CA	95242	
029320 15	FIELD, MARILYN E TR	624 PALM AVE	LODI	CA	95240	2335 HYDE PARK CI
029320 16	MCINTOSH, JAMES L & MARGARET T	2339 HYDE PARK CIR	LODI	CA	95242	
029320 17	PARKIN, PATRICIA LEA	2343 HYDE PARK CIR	LODI	CA	95240	
029320 18	COONEY, LOLA M TR	2347 W HYDE PARK CIR	LODI	CA	95242	
029320 19	WHITE, WARNER & DONNA	5185 CONGRESSIO NAL ST	CHOWCHILLA	CA	93610	2351 HYDE PARK CI
029320 20	GRANT, JAMES R III & KATHRYN	2355 HYDE PARK CIR	LODI	CA	95242	
029320 21	PARK, CHUNIL & SOONJA	1316 BONITA AVE #6	BERKELEY	CA	94709	2359 HYDE PARK CI
029320 22	LEONARD, LEON F & BARBARA J	2363 HYDE PARK CIR	LODI	CA	95240	
029320 23	MACOMBER, ROY C & ADELAIDE TR	2367 HYDE PARK CIR	LODI	CA	95242	
029320 24	CARTER, JACK E & MARTHA L TR	2371 HYDE PARK CIR	LODI	CA	95242	
029320 25	LUNDIN, ROY H & N B TRS	2375 HYDE PARK CIR	LODI	CA	95242	
029320 26	SWEENEY, JAMES M TR ETAL	2379 HYDE PARK CIR	LODI	CA	95242	
029320 27	DURHAM, JUDITH J TR	2383 HYDE PARK CIR	LODI	CA	95242	
029320 28	FARRELL, COLETTE L TR	2387 HYDE PARK CIR	LODI	CA	95242	
029320	KAYL, HAROLD H &	2388 HYDE	LODI	CA	95242	

Westside 500 ft radius

29	MARTHA S	PARK CIR				
029320 30	SEIBEL, DONALD J & VIRGINIA TR	2384 HYDE PARK CIR	LODI	CA	95242	
029320 31	SWEIGARD, ROBERT B & VIRGINIA	2376 HYDE PARK CIR	LODI	CA	95242	
029320 32	WALKER, STEPHEN U & JUDY ANN T	2348 HYDE PARK CIR	LODI	CA	95242	
029320 33	DARCY, MIKE ETAL	2342 HYDE PARK CIR	LODI	CA	95242	
029320 34	BEARDSLEY, BETTE D TRUSTEE	2338 HYDE PARK CIR	LODI	CA	95242	
029320 35	PARKISON, MARJORIE L TR	2334 HYDE PARK CIR	LODI	CA	95242	
029320 36	SCHMIDT, WALTER TR	208 GRAMERCY PARK DR	LODI	CA	95242	
029320 37	REISS, W & C COTRS ETL	204 GRAMERCY PARK DR	LODI	CA	95242	
029320 38	MITCHELL, CHERYL R TR	200 GRAMERCY PARK DR	LODI	CA	95242	
029320 39	HUGO, JERRY ETAL	2495 MACARTHUR PKWY	LODI	CA	95242	
029320 40	BUNNELL, DOLORES A TR	2491 MACARTHUR PKWY	LODI	CA	95242	
029320 41	ROSENAU, LELAND A & D ARLENE R	15625 N DAVIS RD	LODI	CA	95242	2487 MACARTHUR PK
029320 42	O LEARY, DANIEL G & BEVERLY A	2483 MACARTHUR PKWY	LODI	CA	95242	
029320 43	SMITH, DONALD R & LILA F TR	2479 MACARTHUR PKWY	LODI	CA	95242	
029320 44	PFANNMULLER, MARJORIE A ETAL	2475 MACARTHUR PKWY	LODI	CA	95242	
029320 45	DEMSKI, STANLEY L TR ETAL	2471 MACARTHUR PKWY	LODI	CA	95242	
029320 46	MOORE, MILDRED I	2467 MACARTHUR PKWY	LODI	CA	95242	
029320 47	SISEMORE, DANIEL C & MABEL E	2463 MACARTHUR PARKWAY	LODI	CA	95242	
029320 48	KUEHNE, LLOYD D TR ETAL	2459 MACARTHUR PKWY	LODI	CA	95242	
029320 49	MCINTOSH, GREGORY J & LORI W	PO BOX 414	PACIFIC PALISAD	CA	90272	2455 MACARTHUR PK
029320 50	PAIGE, JAMES M & MARJORIE M	2451 MAC ARTHUR PKWY	LODI	CA	95242	
029320 51	FORE, MILLARD L & NORMA J TR	2447 MACARTHUR PKWY	LODI	CA	95242	

Westside 500 ft radius

029320 52	GLENN, JERRY L & SUSAN Y	2443 MACARTHUR PARKWAY	LODI	CA	95242	
029320 53	FELL, DOUGLAS E TR	222 E CARRILLO	SANTA BARBARA	CA	93101	2439 MACARTHUR PK
029320 54	GABRIELSON, CURT & BEVERLY	2435 MACARTHUR PKWY	LODI	CA	95242	
029320 55	HONEY, RAYMOND & JANET	2431 MACARTHUR PKWY	LODI	CA	95242	
029320 56	RINAUDO, JAMES J & NANCY L TR	2427 MACARTHUR PKWY	LODI	CA	95242	
029320 57	FILBIN, BARNEY & V TRS	PO BOX 2661	LODI	CA	95241	2396 CENTRAL PARK DR
029320 58	SMITH, RICHARD C	2402 CENTRAL PARK DR	LODI	CA	95242	
029320 59	DANIELS, ALLEN L TR ETAL	2406 CENTRAL PARK DR	LODI	CA	95242	
029320 60	CRETE, MICHAEL M	2884 E WOODBIDGE RD	ACAMPO	CA	95220	2410 CENTRAL PARK DR
029320 61	BEDFORD, MICHAEL D ETAL	177 RIVER MEADOWS DR	WOODBIDGE	CA	95258	2409 CENTRAL PARK DR
029320 62	ANDERSEN, BOB R & NAOMI R TR	2405 CENTRAL PARK DR	LODI	CA	95242	
029320 63	MARTIN, WILLIAM F & SUSAN K	2401 CENTRAL PARK DR	LODI	CA	95242	
029320 64	FORNEY, CHARLES A & MAVIS B TR	2397 CENTRAL PARK DR	LODI	CA	95242	
029320 65	HANDEL, LEON E & BETTY L TR	10155 E KETTLEMAN LN	LODI	CA	95240	2393 CENTRAL PARK DR
029320 66	SCHULENBURG, MARIE ROSE TR	2426 CENTRAL PARK DR	LODI	CA	95242	
029320 67	HODGSON, MICHAEL GEORGE TR ETA	5843 E ASHLEY LN	STOCKTON	CA	95212	2430 CENTRAL PARK DR
029320 68	BAUSERMAN, GEORGE L TR ETAL	2434 CENTRAL PARK DR	LODI	CA	95242	
029320 69	KRONEMANN, LINDA L	2438 CENTRAL PARK DR	LODI	CA	95242	
029320 70	CHALMERS, ROY M & REGINA S TR	1234 HEARTWOOD DR	ROHNERT PARK	CA	94928	2442 CENTRAL PARK DR
029320 71	MEHAFFEY, DONALD C TR	2446 CENTRAL PARK DR	LODI	CA	95242	
029320 72	WILLIAMS, ELIZABETH N TR ETAL	PO BOX 1064	WOODBIDGE	CA	95258	2458 CENTRAL PARK DR
029320	EMLER, HAROLD &	2462	LODI	CA	95242	

Westside 500 ft radius

73	L TRS	CENTRAL PARK DR				
029320 74	THOMASON, BOB M & DONNA D TR	2466 CENTRAL PARK DR	LODI	CA	95242	
029320 75	MERRILL, H L TR	2470 CENTRAL PARK DR	LODI	CA	95242	
029320 76	MOREHEAD, WILLA D ETAL	2474 CENTRAL PARK DR	LODI	CA	95242	
029320 77	RAMIREZ, EZEKIEL S & L	2478 CENTRAL PARK DR	LODI	CA	95242	
029320 78	ARMKNECHT, JANETTE TR	5595 SAN ANTONIO ST	PLEASANTON	CA	94566	2482 CENTRAL PARK DR
029320 79	DUNCAN, HAROLD W & NONA E TR	2486 CENTRAL PARK DR	LODI	CA	95242	
029320 80	EWOLDT, DONALD D & ETHEL L	2490 CENTRAL PARK DR	LODI	CA	95242	
029320 81	QUINN, THOMAS J & MARGARET E T	2494 CENTRAL PARK DR	LODI	CA	95242	
029320 82	SOLARI, ANNETTA M TR ETAL	2498 CENTRAL PARK DR	LODI	CA	95242	
029320 83	CUSHING, V LOUISE	2497 CENTRAL PARK DR	LODI	CA	95242	
029320 84	BLUE, KENNETH F & HELEN W TR	2485 CENTRAL PARK DR	LODI	CA	95242	
029320 85	GARVEY, SHARON A TR	2481 CENTRAL PARK DR	LODI	CA	95242	
029320 86	LEWKOWITZ, GEORGE V & MARJORIE	2477 CENTRAL PARK DR	LODI	CA	95242	
029320 87	SWIFT, SYLVIA L TR	PO BOX 1977	MINDEN	NV	89423	2473 CENTRAL PARK DR
029320 88	HOPE, BETTY L TR	2469 CENTRAL PARK DR	LODI	CA	95242	
029320 89	KING, NORMAN D & LAQUITA J TR	2465 CENTRAL PARK DR	LODI	CA	95242	
029320 90	BRUSA, SELDON C & S ELIZABETH	2461 CENTRAL PARK DR	LODI	CA	95242	
029320 91	PARKVIEW TERR, HOMEOWNERS ASSN	2346 CENTRAL PARK DR	LODI	CA	95242	
029430 06	DEVINE, DAVID M & NANCY I TR	2857 APPLEWOOD DR	LODI	CA	95242	
029430 07	PRICE, STEVEN D & SUSAN C	2865 APPLEWOOD DR	LODI	CA	95242	

Westside 500 ft radius

029430 08	MCMULLIN, MATHEW E & CALISTA M	2905 APPLEWOOD DR	LODI	CA	95242	
029430 09	ROSS, ELLWOOD & DOROTHY ANN	2915 APPLEWOOD DR	LODI	CA	95242	
029430 10	SYPNIESKI, STEVE & ELIZABETH	2923 APPLEWOOD DR	LODI	CA	95242	
029430 11	BRAND, RICKY L & LEILA M TR	2931 APPLEWOOD DR	LODI	CA	95242	
029430 12	TURNER, RICHARD & MARGARITA	2943 APPLEWOOD DR	LODI	CA	95242	
029430 13	BATCH, ROBERT R & SMADAR	2615 PARK WEST DR	LODI	CA	95242	52 APPLEWOOD DR
029430 14	NICHOLS, EILEEN	60 APPLEWOOD DR	LODI	CA	95242	
029430 15	HIEB, WESLEY KENN	68 APPLEWOOD DR	LODI	CA	95242	
029430 16	SCHRENK, BRADLEY S & MARJORY L	76 APPLEWOOD DR	LODI	CA	95242	
029430 23	STERNECKER, GEORGE & JOAN TR	87 APPLEWOOD DR	LODI	CA	95242	
029430 24	BLEHM, TERRANCE L & MICHELE R	79 APPLEWOOD DR	LODI	CA	95242	
029430 25	NICOLAOU, BRENDA J TR	71 APPLEWOOD DR	LODI	CA	95242	
029430 26	SHERMAN, PATRICK H & JANET R	63 APPLEWOOD DR	LODI	CA	95242	
029430 27	LARSEN, JEFFERY & LAURIE	55 APPLEWOOD DR	LODI	CA	95242	
029430 28	SPALETTA, JASON & JENNIFER	45 APPLEWOOD DR	LODI	CA	95242	
029430 29	GIANNONI, JOHN M JR & KERRY TR	2960 APPLEWOOD DR	LODI	CA	95242	
029430 30	BATCH, ROBERT II	2952 APPLEWOOD DR	LODI	CA	95242	
029430 31	KORT, DALLAS DEAN & JONI ELLEN	PO BOX 126	LODI	CA	95241	2944 APPLEWOOD DR
029430 32	HERYFORD, WILLIAM P & TINA C W	2936 APPLEWOOD DR	LODI	CA	95242	
029430 33	HANSEN, LAWRENCE DONALD & LIND	2928 APPLEWOOD DR	LODI	CA	95242	
029430	CLARK, MICHAEL &	2920	LODI	CA	95242	

Westside 500 ft radius

34	MELINDA	APPLEWOOD DR				
029430 35	WALLACE, KEITH & MACHELLE	29 PARADISE DR	LODI	CA	95242	
029430 36	MORTENSON, FRED K & MYRA A	2856 APPLEWOOD DR	LODI	CA	95242	
029430 37	PATRICK, ROBERT E & SUSAN C	2848 APPLEWOOD DR	LODI	CA	95242	
029430 38	RHED, ROBERT J III & LISA J	2840 APPLEWOOD DR	LODI	CA	95242	
029430 39	ENDTER, DAVID & CATHLEEN	2832 APPLEWOOD DR	LODI	CA	95242	
029430 40	GHAVAMI, MOBIN P	2824 APPLEWOOD DR	LODI	CA	95242	
029450 29	MAPLE, LOUISE S	2631 PARADISE DR	LODI	CA	95242	
029450 30	YAO, WEIPING & XIAOJI	2623 PARADISE DR	LODI	CA	95242	
029450 31	GARRETSON, PHILLIP E & LYNN E	2617 PARADISE DR	LODI	CA	95242	
029450 32	RAUSER, MICHAEL L	2611 PARADISE DR	LODI	CA	95242	
029450 33	WHITE, RANDEL E & CHARLENE M	2610 PONDEROSA DR	LODI	CA	95242	
029450 34	SMITH, STAN P & KAREN J	2616 PONDEROSA DR	LODI	CA	95242	
029450 35	DEVINE, GREGORY D & KANDACE L	2622 PONDEROSA DR	LODI	CA	95242	
029450 36	CASALINA, MARVIN & DOLORES	2630 PONDEROSA DR	LODI	CA	95242	
029450 37	KLABACKA, RICHARD	2636 PONDEROSA DR	LODI	CA	95242	
029450 38	GOODWYN, DORAN L & KENDALL M	2640 PONDEROSA DR	LODI	CA	95240	
029450 39	WALKER, ROBERT D & VICKY E	2646 PONDEROSA DR	LODI	CA	95242	
029450 40	KELLEY, GLENN P & DEBRA A	2652 PONDEROSA DR	LODI	CA	95242	
029450 41	BERCHER, LULA M TR	2658 PONDEROSA DR	LODI	CA	95242	
029450	COCKRUM, VIRGLE	2664	LODI	CA	95242	

Westside 500 ft radius

42	& LUELLA J TR	PONDEROSA DR				
029450 43	LEE, DAVID & DEANNA	2670 PONDEROSA DR	LODI	CA	95242	
029450 44	HALL, KATHLEEN	2676 PONDEROSA DR	LODI	CA	95242	
029450 45	JORGENSEN, EDWARD C & JOANN	2682 PONDEROSA DR	LODI	CA	95242	
029450 46	SEVERSON, RYAN & KRISTIN	2688 PONDEROSA DR	LODI	CA	95242	
029450 48	BARRON, JEFFREY D & NICOLE A	9 ELDERICA WAY	LODI	CA	95242	
029450 49	KLINKER, MATTHEW H & JESSICA A	7 ELDERICA WAY	LODI	CA	95242	
029450 50	WOZNICK, MICHAEL K & JANE E TR	5 ELDERICA WAY	LODI	CA	95242	
029490 01	LUNA, SHIRLEY B TR	23 EVERGREEN DR	LODI	CA	95242	
029490 02	CASTILLO, ERNEST & GENEVIEVE T	17 EVERGREEN DR	LODI	CA	95242	
029490 03	ITO, WARREN K & TRACI T TAMURA	11 EVERGREEN DR	LODI	CA	95242	
029490 04	ARCHULETA, JORDAN A	2811 PARADISE DR	LODI	CA	95242	
029490 05	SHEPARD, ROBERT L JR & ANGELA	2819 PARADISE DR	LODI	CA	95242	
029490 06	BATCH, ROBERT SR TR	52 APPLEWOOD DR	LODI	CA	95242	2825 PARADISE DR
029490 07	REITZ, MICHAEL DONALD TR ETAL	2833 PARADISE DR	LODI	CA	95242	
029490 08	CRIVELLI, STEVEN & JULIE A	2841 PARADISE DR	LODI	CA	95242	
029490 09	BATCH, ROBERT SR TR	52 APPLEWOOD DR	LODI	CA	95242	2851 PARADISE DR
029490 10	GATSCHET, TIMOTHY W & DONNA LE	2868 PARADISE DR	LODI	CA	95242	
029490 11	PEARSON, SUSAN P	2860 PARADISE DR	LODI	CA	95242	
029490 12	HERRICK, BRADLEY C & BEVERLY F	2852 PARADISE DR	LODI	CA	95242	
029490 13	HALL, LYNN E TR ETAL	2844 PARADISE DR	LODI	CA	95242	
029490	MORIN, JULIAANE	2836	LODI	CA	95242	

Westside 500 ft radius

14	TR ETAL	PARADISE DR				
029490 15	BUTORAC, JOHN P TR	2828 PARADISE DR	LODI	CA	95242	
029490 16	KESSLER, ERNEST K & JOAN A	2820 PARADISE DR	LODI	CA	95242	
029490 17	MACBETH, KATHY L	2812 PARADISE DR	LODI	CA	95242	
029490 18	CHRISTENSEN, ANDERS & JOAN	2804 PARADISE DR	LODI	CA	95242	
029490 19	DEMPSEY, LLOYD B & MARCIA M TR	2728 PARADISE DR	LODI	CA	95242	
029490 20	HEBERLE, FREDERICK J & JUDY D	2720 PARADISE DR	LODI	CA	95242	
029490 21	CRANFORD, STEVE P ETAL	2712 PARADISE DR	LODI	CA	95242	
029490 22	CURL, JASON & JENNIFER K	2704 PARADISE DR	LODI	CA	95242	
029490 23	MCMILLEN, LARRY K & JEANNE L	2715 PARADISE DR	LODI	CA	95242	
029490 24	EDWARDS, RICHARD D & SHERRIE L	4 EVERGREEN DR	LODI	CA	95242	
029490 25	ARCHIBEQUE PATRICK J & CHERIE	8 EVERGREEN DR	LODI	CA	95242	
029490 26	SOLIGAN, GREGORY R & CAROLE A	12 EVERGREEN DR	LODI	CA	95242	
029500 01	VOURLES, JUDITH ETAL	PO BOX 450	WOODBIDGE	CA	95258	2694 PARADISE DR
029500 02	JOHNSON, GARY	2688 PARADISE DR	LODI	CA	95242	
029500 03	WATSON, STEVEN D & IVA M	2682 PARADISE DR	LODI	CA	95242	
029500 04	NORTON, RONALD G & NAOMI JOYCE	2676 PARADISE DR	LODI	CA	95242	
029500 05	HARPER, RONALD G & LUCILLE TR	6333 PACIFIC AVE	STOCKTON	CA	95207	2670 PARADISE DR
029500 06	MARTINEZ, ERASMO J & ELAINA L	2664 PARADISE DR	LODI	CA	95242	
029500 07	MILLER, JAMES D JR & LARELLE L	2658 PARADISE DR	LODI	CA	95242	
029500 08	PROVOST, PERCY P & FRANCES J T	2639 PARADISE	LODI	CA	95242	

Westside 500 ft radius

		DR				
029500 09	DHALIWAL, JASBIR & HARBINDER T	2647 PARADISE DR	LODI	CA	95242	
029500 10	BRUNO, JEFFERY P & KATHLEEN M	2655 PARADISE DR	LODI	CA	95242	
029500 11	BALL, DOUGLAS	2661 PARADISE DR	LODI	CA	95242	
029500 12	TWITTY, MIKE W & JILL M	2667 PARADISE DR	LODI	CA	95242	
029500 13	MAYERS, FREDERICK R TR ETAL	2673 PARADISE DR	LODI	CA	95242	
029500 14	DAVIS, ROGER E & PATRICIA A TR	2679 PARADISE DR	LODI	CA	95242	
029500 15	LEWIS, MARTHA E	935 INTERLAKEN DR	LODI	CA	95242	2685 PARADISE DR
029500 16	SHANKLES, WILLIAM D & JANICE J	2691 PARADISE DR	LODI	CA	95242	
029500 17	HURST, SHARON D TR	2652 PARADISE DR	LODI	CA	95242	
029500 18	WOODS, STEVEN P & DENISE L	2646 PARADISE DR	LODI	CA	95242	
029500 19	PERGERSON, MATTHEW T & GINA E	2640 PARADISE DR	LODI	CA	95242	
029520 01	PERLEGOS, GEORGIA	PO BOX 1823	LODI	CA	95241	2634 PARADISE DR
029520 02	LUBELL, DONNA H	2628 PARADISE DR	LODI	CA	95242	
029520 03	ROMERO, ANTHONY J & MELISSA M	2622 PARADISE DR	LODI	CA	95242	
029520 04	BYRD, RICHARD & TRACI	2618 PARADISE DR	LODI	CA	95242	
029520 05	FUREY, GREGORY J & MABEL L TR	4555 N PERSHING AVE PMB#33113	STOCKTON	CA	95207	2614 PARADISE DR
029520 06	CORDER, ANITA E TR	2610 PARADISE DR	LODI	CA	95242	
029520 07	ANDRESEL, CATALIN	2606 PARADISE DR	LODI	CA	95242	
029520 08	BUCK, DANA R & JENNIFER R	2602 PARADISE DR	LODI	CA	95242	
029520 09	WU, STEVEN C M & CHIN MEI TR	2609 CREEKSIDE	LODI	CA	95242	

Westside 500 ft radius

		DR				
029520 10	ONSENGA, DENNIS J & PATRICIA J	2615 CREEKSIDE DR	LODI	CA	95242	
029520 11	LINCZ, FRANK	2621 CREEKSIDE DR	LODI	CA	95242	
029520 12	WILSON, ROBERT G & NANCY A TR	2627 CREEKSIDE DR	LODI	CA	95242	
029520 13	CHANG, CHE MING TR	2633 CREEKSIDE DR	LODI	CA	95242	
029520 14	LIEBELT, BRIAN D & MARLIES N	2639 CREEKSIDE DR	LODI	CA	95242	
029520 15	CHATHA, INDER S & SURJIT K	2643 CREEKSIDE DR	LODI	CA	95242	
029520 16	PERLEGOS, JEFF ETAL	PO BOX 1823	LODI	CA	95241	2649 CREEKSIDE DR
029520 17	MAGEE, JERRY K	2640 CREEKSIDE DR	LODI	CA	95242	
029520 18	SILVANO, ROBERT M & BETHANY A	109 FIELDSTONE CT	LODI	CA	95242	
029520 19	PORTILLO, ADELA	127 FIELDSTONE CT	LODI	CA	95242	
029520 20	O DONNELL, ZACHARY R & KELLY J	130 FIELDSTONE CT	LODI	CA	95242	
029520 21	FREGGIARO, VICKIE L TR	120 FIELDSTONE CT	LODI	CA	95242	
029520 22	HAPPEL, DEAN A ETAL	114 FIELDSTONE CT	LODI	CA	95242	
029520 23	LARRABEE, GARY M & KELLY L	108 FIELDSTONE CT	LODI	CA	95242	
029520 24	MCGOWAN, DENNIS J	107 BOXWOOD CT	LODI	CA	95242	
029520 25	FLAHERTY, DONALD D & DEBORAH R	115 BOXWOOD CT	LODI	CA	95242	
029520 26	SANDOVAL, PAUL D & MARTHA	121 BOXWOOD CT	LODI	CA	95242	
029520 27	MATTHEWS, DALE K	127 BOXWOOD CT	LODI	CA	95242	
029520 28	SOUZA, RODNEY J & TAMMY A	139 BOXWOOD CT	LODI	CA	95242	
029520 29	MYERS, JERRY L	142 BOXWOOD CT	LODI	CA	95242	
029520 30	NICHOLS, DENNIS L	136 BOXWOOD CT	LODI	CA	95242	

Westside 500 ft radius

029520 31	ODOM, DENISE A	130 BOXWOOD CT	LODI	CA	95242	
029520 32	BAUMBACH, MITZI M TR	124 BOXWOOD CT	LODI	CA	95242	
029520 33	NAHIGIAN, JUDI A	118 BOXWOOD CT	LODI	CA	95242	
029520 34	HOGUE, ALEX B	112 BOXWOOD CT	LODI	CA	95242	
029520 35	WOEHLKE, KIRK M	106 BOXWOOD CT	LODI	CA	95242	
029520 36	TALENS, ZYRUS R & DORIS G	2509 CREEKSIDE DR	LODI	CA	95242	
029520 37	OLIVER, GEORGIA F TR	2515 CREEKSIDE DR	LODI	CA	95242	
029520 38	DOSIO, SHANE	2521 CREEKSIDE DR	LODI	CA	95242	
029520 39	ROYAL, GARRY M & STEPHANIE M	2574 PARADISE DR	LODI	CA	95242	
029520 40	VARGAS, JASON R & JENNY R TR	2568 PARADISE DR	LODI	CA	95242	
029520 41	VALLE, KARLA	2564 PARADISE DR	LODI	CA	95242	
029520 42	BANNON, CYNTHIA A	2560 PARADISE DR	LODI	CA	95242	
029520 43	LODI CITY OF	PO BOX 3006	LODI	CA	95241	144 BOXWOOD CT
027030 05	JOHNSON, WILLIAM F & M S TR ET	907 TARA PL	LODI	CA	95240	458 W SARGENT RD
027030 08	TRAVERSO, ALBERT K ETAL	PO BOX 247	ACAMPO	CA	95220	120 W SARGENT RD
027030 22	FUKUNAGA, R MICHAEL	14704 N BECKMAN RD	LODI	CA	95240	21 W TAYLOR RD
027050 01	MAXINE CHRISTESEN FAMILY LP	179 E TAYLOR RD	LODI	CA	95242	
027050 02	MAXINE CHRISTESEN FAMILY LP	179 E TAYLOR RD	LODI	CA	95242	351 E TAYLOR RD
027050 22	REISWIG, ELMER A TR	15671 N LOWER SAC RD	LODI	CA	95242	
027400 01	TRAVERSO, ALBERT K ETAL	PO BOX 247	ACAMPO	CA	95220	70 E SARGENT RD
027400 02	DHKS DEV CO	621 EVERGREEN DR	LODI	CA	95242	212 E SARGENT RD
027400 03	WL INVESTORS LP	10100 TRINITY PARKWAY SUITE 420	STOCKTON	CA	95219	402 E SARGENT RD
029020 20	PERROTT, PATRICK ANDREW ETAL	17560 HIGHLANDS	SONOMA	CA	95476	199 W SARGENT RD

Westside 500 ft radius

		BLVD				
029020 21	PERROTT, PATRICK ANDREW ETAL	17560 HIGHLANDS BLVD	SONOMA	CA	95476	197 W SARGENT RD
029020 22	JUNGEBLUT, ROSEMARY TR ETAL	859 TILDEN DR	LODI	CA	95242	201 W SARGENT RD
029380 04	WOODBIDGE, IRRIG DIST				00000	
029380 05	PERLEGOS, GEORGIA ETAL	PO BOX 1823	LODI	CA	95241	351 E SARGENT RD

Southwest Gateway Mailing list

APN	OWNER	ADDRESS	CITY	STATE	ZIP	SITUSNUM SITUSSTNAME SITUSTYPE
05803011	FIRST RIVERBANK LP	100 SWAN WAY SUITE 206	OAKLAND	CA	94621	1440 WESTGATE DR
05803012	WAL MART REAL EST BUSINESS TRU	MAIL STOP 0555	BENTONVILLE	AR	72716	1600 WESTGATE DR
05803013	BDC LODI III LLC	100 SWAN WAY SUITE 206	OAKLAND	CA	94621	
05808001	VIRAMONTES, ABELARDO	425 SPRINGER LN	LODI	CA	95242	
05808002	SANDOVAL, JIMMIE	451 SPRINGER LN	LODI	CA	95242	
05808003	HALLORAN, MICHAEL & ELIZABETH	483 SPRINGER LN	LODI	CA	95242	
05808004	GRELLE, JERRY B & CATHRYN B	490 E HARNEY LN	LODI	CA	95242	
05808005	HAGELIE, BERDEAN & CAROLINE	501 SPRINGER DR	LODI	CA	95242	
05808006	QUEZADA, JAVIER & MARIA TERESA	502 E HARNEY LN	LODI	CA	95242	
05808008	IWAMURA, SHOZO & B E	553 E SPRINGER LN	LODI	CA	95242	
05808009	GATES, DAVID L & BETTY L TR	540 E HARNEY LN	LODI	CA	95242	
05808010	DYAS, JASON L	569 SPRINGER LN	LODI	CA	95242	
05808011	DAIS, SAM & ELSIE TR	585 E SPRINGER LN	LODI	CA	95240	
05808012	CHRISTOPHERSON, EDWARD C & C K	29 N ALLEN DR	LODI	CA	95242	612 HARNEY LN
05808013	BRADLEY, RICHARD & NANCY	5421 ONETO RD	STOCKTON	CA	95212	634 HARNEY LN
05808014	RODRIGUEZ, SERGIO & MARIA A	13447 N LOWER SAC RD	LODI	CA	95242	
05808015	BYRUM, PHYLLIS S TR	598 SPRINGER LN	LODI	CA	95242	
05808016	HAKALA, HARRY & M	13421 N LOWER SAC RD	LODI	CA	95242	
05808017	CHAMPLIN, THERESA A	13401 N LOWER SAC RD	LODI	CA	95242	
05808018	COOK, MARK T	590 SPRINGER LN	LODI	CA	95240	
05808019	VALENTE, MARY S LF EST	13385 N LOWER SAC RD	LODI	CA	95242	

Southwest Gateway Mailing list

05808020	ARMSTRONG, THOMAS & RACHEL	582 SPRINGER LN	LODI	CA	95240	
05808021	NELLMAN, GLENN L & LENORE M	13359 N LOWER SAC RD	LODI	CA	95242	
05808022	FUNAMURA, GARY M TR	PO BOX 255824	SACRAMENTO	CA	95865	550 SPRINGER LN
05808023	MONTANEZ, VICTORIO & EUFROCINA	13351 N LOWER SAC RD	LODI	CA	95242	
05808024	CAMPOS, FEDERICO & JOVA	520 SPRINGER LN	LODI	CA	95242	
05808025	ZIMMERMAN, ADAM	13339 N LOWER SAC RD	LODI	CA	95242	
05808026	GUTIERREZ, RAMIRO & SHERRY	500 E SPRINGER LN	LODI	CA	95242	
05808028	EHRHARDT, LELAND J & B	484 E SPRINGER LN	LODI	CA	95240	
05808037	KUROKAWA, ANDY T & B F	13376 N EXTENSION RD	LODI	CA	95240	
05814019	LAKESHORE MEADOWS GROUP	619 WILLOW GLEN DR	LODI	CA	95240	2080 SYLVAN WY
05814020	LAKESHORE MEADOWS GROUP	619 WILLOW GLEN DR	LODI	CA	95240	2081 SYLVAN WY
05814035	WAL MART REAL ESTATE BUSINESS	702 S W 8TH ST	BENTONVILLE	AR	72716	2350 KETTLEMAN LN
05814044	FIRST LODI PLAZA ASSOCIATES	100 SWAN WAY SUITE 206	OAKLAND	CA	94621	2430 KETTLEMAN LN
05814045	FIRST LODI PLAZA ASSOCIATES	PO BOX 10001	DALLAS	TX	75301	2422 KETTLEMAN LN
05814050	FIRST LODI PLAZA ASSOC LTD PTP	100 SWAN WAY SUITE 206	OAKLAND	CA	94621	2414 KETTLEMAN LN
05823023	LODI, CITY OF	CITY HALL	LODI	CA	95240	
05834001	LAKESHORE GARDENS PTP	619 WILLOW GLEN DR	LODI	CA	95240	1903 SAGE WY
05836001	FOUNTAINS AT LODI LLC	700 LARKSPUR LANDING CIR #199	LARKSPUR	CA	94939	1718 SYLVAN WY
05836002	MADHARA, SUKHDEV & KASHMIR KAU	2205 MANZANITA CT	LODI	CA	95242	
05836003	GALAS, JOHN A & PAULINE TR	2211 MANZANITA CT	LODI	CA	95242	
05836004	GABRIEL, CRISPINO & CELESTINA	2217 MANZANITA CT	LODI	CA	95242	

Southwest Gateway Mailing list

05836005	FESSLER, JERRY & DEBORAH	2223 MANZANITA CT	LODI	CA	95242	
05836006	WEBER, JIM D & K TRS	2229 MANZANITA CT	LODI	CA	95242	
05836007	AZEVEDO, LAWRENCE & C A	2235 MANZANITA CT	LODI	CA	95242	
05836008	CRISPI, MIKE & DONNA L TR	2230 MANZANITA CT	LODI	CA	95242	
05836009	JOHNSTON, DAVID & JEANNE	2224 MANZANITA CT	LODI	CA	95242	
05836010	BERNARD, DENIS & MICHELLE R	2218 MANZANITA CT	LODI	CA	95242	
05836011	HAND, ARTHUR L JR & DELIA J	2212 MANZANITA CT	LODI	CA	95242	
05836012	COSBIE, WILLIAM	11061 UPPER PREVITALI RD	JACKSON	CA	95642	2206 MANZANITA CT
05836013	HODGE, DAVID & KRISTEN	2201 ORCHIS DR	LODI	CA	95242	
05836017	DEWITT, ROBERT D & PATRICIA AN	1801 ORCHIS CT	LODI	CA	95242	
05836018	DUFFY, MICHAEL & D M	1807 ORCHIS CT	LODI	CA	95242	
05836019	BROZINICK, BRENDA C	1811 ORCHIS CT	LODI	CA	95242	
05836020	WATT, BRADLEY H & Y M	1818 ORCHIS CT	LODI	CA	95242	
05836021	DE LEON, JOHN & CAMILLE	1812 ORCHIS CT	LODI	CA	95242	
05836022	PAYNE, JAMES L & JEAN JUSTEAU	1806 ORCHIS CT	LODI	CA	95242	
05836023	SUMP, JON E & TAUNYA	1800 ORCHIS CT	LODI	CA	95242	
05836024	BITTNER, DONALD N & ROBIN L	2207 ORCHIS DR	LODI	CA	95242	
05836025	SHEAR, JAMES & MAXINE	2211 ORCHIS DR	LODI	CA	95242	
05836026	NACHAND, LYLE N & CLARA JANE T	2217 ORCHIS DR	LODI	CA	95242	
05837001	FOUNTAINS AT LODI LLC	900 LARKSPUR LANDING CIR #100	LARKSPUR	CA	94939	1516 SYLVAN WY
05837009	AMIN, BASHARAT	2226 CHAPARRAL CT	LODI	CA	95242	
05837010	SHERGILL, PAUL S & MANROOP K	2220 CHAPARRAL CT	LODI	CA	95242	
05837011	MAGALLANES, GERARDO & GUADALUP	2214 CHAPARRAL CT	LODI	CA	95242	

Southwest Gateway Mailing list

05837014	PALACIOS, KEILAN J LF EST	1537 SYLVAN WAY	LODI	CA	95242	
05837015	MORRELL, JAMES A	2209 LUPINE CT	LODI	CA	95242	
05837016	ALBER, EDWIN A & S A	2215 LUPINE CT	LODI	CA	95242	
05837017	BLANK, RANDALL S & BEATRICE S	2221 LUPINE CT	LODI	CA	95242	
05837018	AMAN, CRAIG & JUDITH	2227 LUPINE CT	LODI	CA	95242	
05837019	CROTHERS, JOHN S & LAURIE A	2228 LUPINE CT	LODI	CA	95242	
05837020	SMITH, ANDREW DAVID & JENNIFER	2222 LUPINE CT	LODI	CA	95242	
05837021	TAYLOR, PAUL B & CYNTHIA L	2216 LUPINE CT	LODI	CA	95242	
05837022	CHACKO, CHERUKATTA A & MARY K	2210 LUPINE CT	LODI	CA	95242	
05837023	SCOTT, STEVEN L & DEBORAH L	2204 LUPINE CT	LODI	CA	95242	
02703012	MAXINE CHRISTESEN FAMILY LP	179 E TAYLOR RD	LODI	CA	95242	99 ST RT 12 HY
02705015	DOLLINGER, DAVID L	101 E HWY 12	LODI	CA	95240	31 ST RT 12 HY
02705016	BROWN, BOB K & JUDITH	35 E HIGHWAY 12	LODI	CA	95242	
02705018	DOLLINGER, LEROY L & GLADYS D	101 E HWY 12	LODI	CA	95242	
02705019	HEDRICK, LAMAR A & JOANN A TR	209 E HWY 12	LODI	CA	95242	
02705020	HEDRICK, LAMAR A & JOANN A TR	209 E HWY 12	LODI	CA	95242	291 ST RT 12 HY
02705021	GEWEKE FAMILY LTD PTP	2475 MAGGIO CIR	LODI	CA	95240	341 ST RT 12 HY
05802005	VAN RUITEN RANCH LTD	463 W TURNER RD	LODI	CA	95240	340 ST RT 12 HY
05802013	VAN RUITEN RANCH LTD	J401 W TURNER RD	LODI	CA	95242	413 HARNEY LN
05802018	EHLERS, WALTER & VIOLET TR ETA	530 S MILLS AVE	LODI	CA	95242	415 HARNEY LN
05803003	VAN RUITEN RANCH LTD	J401 W TURNER RD	LODI	CA	95242	14509 LOWER SAC RD
05803004	VAN RUITEN RANCH LTD	463 W TURNER RD	LODI	CA	95240	14499 LOWER SAC RD
05803005	VAN RUITEN RANCH LTD	463 W TURNER RD	LODI	CA	95240	14433 LOWER SAC RD
05803006	HOWARD INVESTMENTS LLC ETAL	2026 ANGELICO CIR	STOCKTON	CA	95207	14195 LOWER SAC RD
05803009	REICHMUTH, CAROLYN HINES	1358 MIDVALE RD	LODI	CA	95240	252 ST RT 12 HY
05803010	LODI CITY OF	PO BOX	LODI	CA	95241	2800 KETTLEMAN LN

Southwest Gateway Mailing list

		3006				
05804001	SCHUMACHER, WELDON & BONNIE TR	1303 RIVERGATE DR	LODI	CA	95240	14101 LOWER SAC RD
05804002	SCHUMACHER, WELDON & BONNIE TR	1303 RIVERGATE DR	LODI	CA	95240	13837 LWR SACRAMENTO RD
05804004	SCHUMACHER, WELDON & BONNIE TR	1303 RIVERGATE DR	LODI	CA	95240	13537 LOWER SAC RD
05804005	SCHUMACHER, WELDON & BONNIE TR	1303 RIVERGATE DR	LODI	CA	95240	13589 LOWER SAC RD
05804006	RIEGER, EARL & NAOMI	395 E HARNEY LN	LODI	CA	95242	
05804007	WELLS, LARRY D & D R	427 E HARNEY LANE	LODI	CA	95240	
05804008	DIETRICH, THEODORE & LOUELLA T	11 N AVENA AVE	LODI	CA	95240	463 HARNEY LN
05804009	MASTEL, RICHARD L & PHYLLIS	499 E HARNEY LN	LODI	CA	95240	
05804010	ALVAREZ, JOE L ETAL	533 E HARNEY LN	LODI	CA	95242	
05804011	PINNELL, ROBERT S & LETHA J	16450 N ALPINE RD	LODI	CA	95240	565 HARNEY LN
05804012	HALL, FRANK	PO BOX 90	FRENCH CAMP	CA	95231	603 HARNEY LN
05804013	SCHUMACHER, WELDON D & BONNIE	1303 RIVERGATE DR	LODI	CA	95240	641 HARNEY LN
05804014	TAMURA, JOEY TR	788 W ARMSTRONG RD	LODI	CA	95240	
05804015	VAN RUITEN, ROBERT TR	361 E HARNEY LN	LODI	CA	95242	373 HARNEY LN
05805001	BRADEN, RONALD B & A	36 E HARNEY LN	LODI	CA	95240	
05805002	BECERRA, VALENTIN & ELVIRA	102 E HARNEY LN	LODI	CA	95242	
05805003	BADYAL, JASBIR ETAL	184 E HARNEY LN	LODI	CA	95242	
05805004	URIZ, FAUSTINO & MARIA C TR	202 E HARNEY LN	LODI	CA	95240	
05805005	LODI UNIFIED, SCHOOL DIST				00000	13451 EXTENSION RD
05805006	CARDENAS, ABEL R	1718 SYLVAN WAY APT 1002	LODI	CA	95242	13351 EXTENSION RD
05806010	SIDHU, NACHHATAR S & RUSE V	5360 GLADSTONE DR	STOCKTON	CA	95219	10 HARNEY LN
05806046	MAINLAND, NURSERY INC	J50 W TURNER RD	LODI	CA	95242	122 HARNEY LN
05807001	RICE, LESLEY M	13480 N EXTENSION RD	LODI	CA	95242	
05807002	SIBERT, MARY S	13444 N	LODI	CA	95242	

Southwest Gateway Mailing list

		EXTENSION RD				
05807003	GEIST, CLIFFORD & M D	650 W HARNEY LANE	LODI	CA	95240	
05807004	HERNANDEZ, STEVEN & M ETAL	668 E HARNEY LN	LODI	CA	95240	
05807005	WILLIAMS, GLENN L & BARBARA TR	692 E HARNEY LN	LODI	CA	95242	
05807007	HAYN, BRIAN S	810 E HARNEY LN	LODI	CA	95242	
05807008	BELL, LYNDELE A TR	814 E HARNEY LN	LODI	CA	95242	
05807009	WOODS, MARY E TR	880 E HARNEY LN	LODI	CA	95242	
05807010	PANOS, PETE N & PENNY TR	13420 SHATTUCK TRACT RD	LODI	CA	95242	
05807028	SAN JOAQUIN COUNTY OF	222 WEBER	STOCKTON	CA	95202	
05814004	FRAME, DEAN K & SHARON L TR	212 RUTLEDGE DR	LODI	CA	95242	14752 LOWER SAC RD
05814005	ALI, RAMZAN	1112 RIVERGATE DR	LODI	CA	95240	865 OLIVE ST
05814006	HERRMANN, VERNET & C TRS	1200 GLENHURST	LODI	CA	95240	800 OLIVE AV
05814007	DEL RIO, SANTIAGO M & RAMONA T	15315 N HOERL RD	LODI	CA	95240	844 OLIVE AV
05814008	HALL, FRANK	PO BOX 90	FRENCH CAMP	CA	95231	890 OLIVE AV
05814009	DEL RIO, SANTIAGO M & RAMONA T	865 E OLIVE AVE	LODI	CA	95242	908 OLIVE AV
05814010	YANG, JERRY	930 E OLIVE AVE	LODI	CA	95242	
05814011	GREVER, ZANE M & P TRS	1432 PARK ST	LODI	CA	95242	777 OLIVE AV
05814012	PETERSON, M BILL	P O BOX 473	LOCKEFORD	CA	95237	14500 LOWER SAC RD
05814014	PETERSON, RUTH SUSAN	PO BOX 331	SUTTER CREEK	CA	95685	14620 LOWER SAC RD
05822001	MARTIN, MARILYN ANN	791 KRISTEN CR	LODI	CA	95242	
05822002	VAUGHN, FREDDIE L & KHRISTINA	805 KRISTEN CT	LODI	CA	95242	
05822003	ROSEN, T H & V L TRS	833 KRISTEN CT	LODI	CA	95242	
05822004	NEUMANN, WILLIAM D & BONNIE R	865 KRISTEN CT	LODI	CA	95242	
05822005	NORDWICK, FLOYD H & LACE A TR	895 KRISTEN CT	LODI	CA	95242	
05822009	YAMASHITA, KENNETH K & Y	884 KRISTEN	LODI	CA	95240	

Southwest Gateway Mailing list

		CT				
05822010	FAUGHT, MICHAEL & TERESA	860 KRISTEN CT	LODI	CA	95242	
05822011	LANGWORTHY, ELMER D & S M	13710 HARTLEY LN	LODI	CA	95240	
05822012	LEAR, WOODBURN L & CLAIRE L TR	13696 HARTLEY LN	LODI	CA	95242	
05822013	WOOD, BRUCE D & JANEEN	867 TEHAMA DR	LODI	CA	95242	
05822014	PARRISH, RANDALL R & DEBORAH	889 TEHAMA DR	LODI	CA	95242	
05822017	HATHAWAY, ROBERT W & R M TR	890 TEHAMA DR	LODI	CA	95242	
05822018	BARAJAS, TERESA	PO BOX 631	LODI	CA	95241	868 TEHEMA DR
05822019	HANNA, GARY D & SHARON L TR	PO BOX 568	WOODBIDGE	CA	95258	830 TEHEMA DR
05822020	WISENOR, GERALD L & LAUREL M T	808 TEHAMA DR	LODI	CA	95242	
05822021	SAN JOAQUIN, COUNTY OF				00000	999184 TEHEMA DR
05822022	LUU, NHI & MINH H	13625 HARTLEY LN	LODI	CA	95242	
05822023	GOLUB, IRVING & SHELIA	13675 HARTLEY LN	LODI	CA	95242	
05822024	SAN JOAQUIN, COUNTY OF				00000	
05823004	KUBOTA, TSUGIO TR ETAL	1500 VISTA DR	LODI	CA	95242	13786 LWR SACRAMENTO RD
05823006	GALINDO, MARK L & ELEANOR R	871 E HARNEY LN	LODI	CA	95242	
05823007	STICE, LARRY & GORETI	893 E HARNEY LN	LODI	CA	95242	
05823010	SCHUMACHER, WELDON & BONNIE TR	1303 RIVERGATE DR	LODI	CA	95240	13520 LOWER SAC RD